



**The Secretary for Home 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 constitute part of the Services;

“Centre” means a counselling and treatment centre for providing assistance to gamblers with gambling disorder and 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 former Companies Ordinance which has the meaning assigned to it in section 2 of the Companies Ordinance (Cap. 622);

“Contract” means the contract made between the Corporation and the Operator for the supply of the Services on the terms and conditions set out in the Quotation Documents, as completed, modified or expanded as necessary or appropriate, and submitted by the Operator to the Corporation as part of its quotation and accepted by the Corporation and in the quotation submitted by the Operator to the Corporation and accepted by the Corporation, a full copy of which will be delivered by the Corporation to the Operator pursuant to Clause 20.2 of the Terms of 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 Affairs Incorporated;
“Corporation Representative”	means the Corporation or any other officer authorised by the Corporation for the purpose of the Contract;
“Government”	means the Government of Hong Kong;
“HAB”	means the Home Affairs Bureau of the Government;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“Intellectual Property Rights”	means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, design or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, in each case whether registered or unregistered, and including applications for the grant of any such rights;
“Invitation to 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;
“Mandatory Services”	has the meaning given to it in Clause 3.1 of the Service Specifications and constitute part of the Services;
“Materials”	means all works of authorship and materials in whatever media (including their drafts and uncompleted versions) developed, written, prepared, produced or created by the Operator, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively or jointly with the Corporation) including without limitation reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, diagrams, charts, drawings, tables, formula, specifications, data or information collected, compiled, produced or created by the Operator in relation to the Services;
“NGO(s)”	means non-governmental organisation(s);

“Operator”	means the Service Provider whose quotation has been selected and accepted by the Corporation in accordance with Clause 20.1 of the Terms of Quotation;
“PRC”	means the People’s Republic of China;
“Project Objectives”	means the main objectives of setting up and operating the Centres, which are to: <ul style="list-style-type: none"><li>(a) provide specialised counselling and treatment services for gamblers with gambling disorder and the individuals affected by them;</li><li>(b) facilitate the development of best practices and expertise in counselling and treatment services for gamblers with gambling disorder, as well as the requisite network with the concerned parties;</li><li>(c) reach out to the community and schools to provide the public and students with information about gambling disorder and preventive measures; and</li><li>(d) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder.</li></ul>
“Public holiday”	has the meaning given to “public holiday” in the Interpretation and General Clauses Ordinance (Cap. 1);
“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”	means the amount specified in Clause 7(a) of the Conditions of Contract, which is payable by the Corporation to the Operator under the Contract for the full and proper

performance by the Operator of its obligations under the Contract;

“Service Provider” means the individual, corporation, partnership, firm or unincorporated body 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;

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

“Working Day” means Monday to Friday but excluding any Public Holiday which falls on any of those days; and

“Working Hours” means such hours during which the Services have been provided on the Working Days.

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

- (a) Words importing a gender shall include all other genders.
- (b) Words importing the singular shall include the plural and vice versa.
- (c) References to a person shall include an individual, firm, company, corporation or body corporate or unincorporate (wherever established or incorporated), and include any public body.
- (d) A time of a day shall be construed as a reference to Hong Kong time.
- (e) References to a day shall be construed as a calendar day. If a person is required to pay money or do an act or thing on a day that is not a Working Day, then the person may pay the money or do the act or thing on the next Working Day.
- (f) References to a month or a monthly period shall be construed as a calendar month.

- (g) References to a year or a yearly period shall be construed as a calendar year.
- (h) References to any statute (including all subordinate legislation made thereunder), enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as replaced, amended, modified or re-enacted (as the case may be) from time to time. Reference to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity.
- (i) Headings are inserted for ease of reference only and shall not in any way vary, limit, extend or affect the interpretation or construction of the 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 negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- (o) Any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Operator shall be deemed to be the act, default, neglect or omission of the Operator.

- (p) Words importing the whole shall be treated as including a reference to any part of the whole. The expressions “include” and “including” shall be construed without limitation to the words following.
  - (q) Any word or expression to which a specific meaning has been attached in any part of the Quotation Documents shall bear such meaning whenever it appears in the same and other parts of the Quotation Documents.
  - (r) 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,
  - (s) References to “writing” shall include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form.
  - (t) Where a general obligation in the 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
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 the Setting Up of the Centre
	Contract Schedule 6 – Knowledge and Experience in the Addiction Counselling and Treatment Field
Part 4	Service Specifications
Annex A	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 and the individuals affected by them through the setting up and operation of a Centre in the catchment areas of (1) Kowloon East, or (2) New Territories East (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 should indicate in its quotation whether it proposes to set up and operate a Centre in (1) Kowloon East, or (2) New Territories East to provide the Services. Each set of quotation should contain a proposal for one of the catchment areas only. Service Providers who wish to submit a proposal for both catchment areas should submit two separate quotations.

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

- 3.1 It is an essential requirement that a Service Provider **MUST** be an NGO that is a charitable institution or trust of a public character, which is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112). Originals or certified true copies of the originals of all documentary proof of the Service Provider's eligibility shall be provided in the quotation.
- 3.2 **Failure to comply with any of the essential requirements mentioned in the Quotation Documents, including the essential requirement mentioned in Clause 3.1 above, will invalidate the quotation and the quotation shall not be further considered.**

### **4 Quotation Preparation**

- 4.1 A quotation and all accompanying documents should be completed in English and in ink or typescript. A quotation not so completed will not be further considered.
- 4.2 A quotation should include the following fully completed and with all information including documentary evidence required therein:
- (a) Part 2 – Conditions of Contract;
  - (b) Contract Schedule 1 – Service Provider Information;
  - (c) Contract Schedule 2 – Service Team Structure;
  - (d) Contract Schedule 3 – Service Plan;
  - (e) Contract Schedule 4 – Publicity Plan, Operational Arrangements, Service Monitoring, Quality Assurance, Training Programmes and Public Education Programmes;
  - (f) Contract Schedule 5 – Working Timeline for the Setting Up of the Centre;
  - (g) Contract Schedule 6 – Knowledge and Experience in the Addiction Counselling and Treatment Field;
  - (h) Part 5 – Offer to be Bound;
  - (i) originals or certified true copies of the originals of all documentary proof of the Service Provider's eligibility required in Clause 3.1 above; and

- (j) other relevant information (e.g. additional service plans and corresponding information), if any.

- 4.3 The quotation should be submitted in **DUPLICATE** in the manner described in Clause 5 below. A quotation not so submitted (e.g. a quotation submitted by e-mail 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 duly completed Contract Schedules 1 to 6, a duly signed Offer to be Bound, and the originals or certified true copies of the originals of all documentary proof of the Service Provider's eligibility required in Clause 3.1 above. **Failure to comply with such essential requirement may invalidate the quotation and the quotation shall 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 should 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 – Kowloon East**" or "**Quotation for the Provision of Counselling and Treatment Services for Gamblers with Gambling Disorder for the Ping Wo Fund – New Territories East**" (as the case may be) and submitted to the Quotation Box of Home 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 16 August 2019 (Friday). **Late quotations will not be accepted.**
- 5.2 In case a rainstorm black warning or a typhoon signal No. 8 or above is hoisted between 9:00 a.m. and 2:30 p.m. on the Closing Date, the Closing Date/Time 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 24 of the Conditions of Contract, save that the Corporation may, by prior notice to a Service Provider, require the Service Provider to send or deliver a written communication by post or facsimile only. A Service Provider should note that the Corporation will not accept the use of a postal box as the Service Provider's correspondence address for any purpose whether before or after the award of the Contract.

6.2 All communications in relation to the Invitation to 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 at least nine (9) 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 may 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](http://www.donotgamble.org.hk). Service Providers are advised to check the said website from time to time for any issue of addendum and the contents thereof.

## **9 Cancellation of Quotation**

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 not submitted late 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 following aspects:

<b>Aspects</b>	<b>Marks</b>
(a) Background, capability and relevance of experience of the Service Provider in/to the gambling addiction counselling and treatment field (Contract Schedules 1, 2 and 6 are relevant.)	15
(b) Service plan and overall intervention strategy in pursuing the Project Objectives (Contract Schedule 3 is relevant.)	30
(c) Relevance and feasibility of the proposed Additional Services (if any) (Contract Schedule 3 is relevant.)	10
(d) Training programmes and public education programmes (Contract Schedule 4 is relevant.)	20
(e) Publicity plan, operational arrangements, service monitoring and quality assurance (Contract Schedule 4 is relevant.)	15
(f) Working timeline (Contract Schedule 5 is relevant.)	10
<b>Total</b>	<b>100</b>

10.2 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 also be invited to present their proposals before the Assessment Panel.

## 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 further consider the quotation.

## **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 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.

## **13 New Information**

- 13.1 A Service Provider should inform the Corporation in writing immediately of any factor which might affect its ability to meet any requirements of the 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 and resolution of any dispute arising from the Invitation to 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.
- 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, should be addressed to the Corporation or the Personal Data Privacy Officer of HAB.

## **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 quotation/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 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 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 Service Providers should also note that 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.

## **18 Negotiations**

18.1 The Corporation reserves the right to negotiate with any Service Provider the terms of the Service Provider's quotation and conditions of 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 the highest marks.

19.2 Each Service Provider acknowledges that the Corporation may elect at its sole option to accept all or any part of the Service Provider's 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 post or facsimile transmission to the successful Service Provider's address or facsimile number (as the case may be) specified in the Offer to be Bound. 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 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).

20.3 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 constitution of the Contract 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.

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 (whether or not 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; or
- (e) 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 By submitting a quotation, a Service Provider is regarded to have represented and warranted to the Corporation that in relation to the Invitation to Quotation:

- (a) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a quotation; and
- (b) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the quotation process.

23.2 In the event that a Service Provider is in breach of any of the representations and/or warranties in Clause 23.1 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 quotation; and
- (c) if the Corporation has entered into the Contract with the Service Provider, terminate the Contract.

23.3 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 and/or warranties in Clause 23.1 above.

23.4 A breach by a Service Provider of any of the representations and/or warranties in Clause 23.1 above may prejudice its future standing as a contractor or service provider of the Corporation.

23.5 Clause 23.1 above shall have no application to a Service Provider's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation in connection

with its quotation, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its quotation.

23.6 The rights of the Corporation under Clauses 23.2 to 23.4 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 is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Service Provider or any of its officers (including directors), employees or agents will render its quotation null and void.

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

## **25 Corporation's Discretion**

25.1 Notwithstanding anything to the contrary in these 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 as at the Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of the Service Provider;
- (b) the Service Provider has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the 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 a claim alleging or the Corporation having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Service Provider in its quotation infringe or will infringe any Intellectual Property Rights of any person;

- (d) the Service Provider has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under any contracts with the Corporation or other contracts;
- (e) the Service Provider has been convicted by the final judgement in respect of serious crimes or other serious offences;
- (f) in the event of the professional misconduct or acts or omissions that adversely reflect on the integrity of the Service Provider; or
- (g) the Service Provider has made any restrictions or limitations which seek to limit or avoid the responsibility of the Service Provider in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Service Provider or the Operator under the Contract in the quotation or in any subsequent submission by the Service Provider or communication between the Corporation and the Service Provider since submission of the quotation.

The grounds specified in Clauses 25.1(a) to 25.1(g) 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 that is reasonably relevant to facilitate the Corporation's determination as to whether to exercise its right of disqualification, including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Clause 25.1(a);
- (b) details of conviction of the Service Provider in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Closing Date and thereafter up to the time of award;
- (c) details of all infringement claims as mentioned in Clause 25.1(c); and
- (d) details of all breaches or performance deficiencies of the Service Provider or a related person as mentioned in Clause 25.1(d).

If none of the events as mentioned in Clauses 25.2(a) to 25.2(d) above has ever occurred within the applicable period as mentioned above, the Service Provider shall provide a

statement to that effect at the time of submission of its quotation. Clause IX of Contract Schedule 1 in Part 3 is relevant. If found missing, the Corporation reserves the right to seek clarification pursuant to Clause 25.3 below.

25.3 In addition to the information mentioned in Clause 25.2 above, the Corporation reserves the right to request from a Service Provider and take into account all information about:

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

and such information is reasonably relevant to facilitate the Corporation's determination as to whether to exercise its right of disqualification under Clause 25.1 above.

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Clause 25.2(b) or details of any breaches or performance deficiencies referred to in Clause 25.1(d), details of any serious crimes or serious offences referred to in Clause 25.1(e), of any professional misconduct, acts or omissions referred to in Clause 25.1(f).

25.4 If the Service Provider fails to comply with the request made by the Corporation pursuant to Clause 25.3 above within such time as required by the Corporation or has otherwise submitted false, inaccurate or incomplete information, the Corporation may disqualify the Service Provider pursuant to Clause 25.1(b) 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 the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Service Provider to perform the Contract to be awarded in this Invitation to Quotation.

25.6 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;
- (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.

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

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

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

25.8 References to related persons, directors and management staff of the Service Provider or of a related person include persons who were in such capacity at such time of the incident referred to in Clauses 25.1(d), 25.1(e), 25.1(f), 25.1(g) or Clause 25.2(b) above.

## **26 Enquiries**

26.1 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:

Ping Wo Fund Advisory Committee Secretariat  
Home Affairs Bureau  
13/F, West Wing, Central Government Offices  
2 Tim Mei Avenue, Tamar, Hong Kong  
(Attn.: Ms Jane WONG)  
Fax No.: 2591 6002      Tel. No.: 3509 8008

26.2 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.

## **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 forty-eight (48) months from 1 January 2020 to 31 December 2023.

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

- (a) During the Contract Period, the Operator shall set up and operate a Centre in (1) Kowloon East, or (2) New Territories East (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 2020 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 limiting 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 the Services to all service-seekers free of charge. If the Operator wishes to offer any of the Services on a fee-charging basis, it shall provide a fee proposal and schedule with detailed justifications to the Corporation for approval. Subject to this, the Services shall be provided free-of-charge to those in need. All monies received from the service-seekers, if any, in return for the provision of the Services or any part thereof shall solely be used for the operation of the 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 to 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 any ordinances or regulations which will be clearly briefed 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 should be solely responsible for any costs and expenses incurred with respect to such replacement.
- (f) The appointment or replacement of any member of the Service Team to undertake any part of the Services shall not relieve the Operator from any liability or obligation under the Contract and the Contactor shall be responsible for the acts, omissions, defaults and neglects of any member of the Service Team or any employees, officers, workmen and sub-contractors in the performance or purported performance of the Services as fully as if they were the acts, omissions, defaults or neglects of the Operator.

- (g) The Operator shall provide training and instruction from time to time to all members of the Service Team engaged in the provision of the Services on all matters concerned with the Services as and when necessary to ensure that the members of the Service Team performs and provides the Services in accordance with the Contract.
- (h) If, in the opinion of the Corporation Representative, any member of the Service Team (including the Operator's Representative) and any other persons engaged by the Operator or any sub-contractor to provide the Services is found to be incompetent, incapable or unsuitable to provide the Services, or to have conducted himself improperly, the Corporation Representative shall have the power to require his removal forthwith by giving notice to the Operator and to require that a competent, capable and suitable replacement possessing the necessary experience, qualifications and training, and acceptable to the Corporation be appointed in his stead. The Operator shall at once comply with the requirement at its sole costs and expenses.
- (i) The Operator shall not employ any illegal workers in relation to the Contract or any other contract with the Corporation.
- (j) The Operator shall comply with all applicable laws and regulations. In particular, the Operator shall:
  - (i) comply with the Employment Ordinance (Cap. 57) and the Immigration Ordinance (Cap. 115). The Operator shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
  - (ii) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Cap. 485); and
  - (iii) comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509) and any other legal provisions pertaining to the health and safety of its personnel, the staff of the Corporation and others who may be affected by its performance of the Services.
- (k) The Operator shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Operator under any laws or regulations in connection with the performance of the Contract.

## 6. Liability and Indemnities

### (a) Injury to Persons

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

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

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

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

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

(b) Damages to Property

Neither the Corporation nor any of its employees or agents shall be under any liability whatsoever for or in respect of any loss of or damage to any of the Operator's property or that of its employees or agents however caused (whether by any Negligence of the Corporation or any of its employees or agents or otherwise). Without prejudice to any other provision of the Contract, the Operator shall be solely liable for and shall indemnify each of the Indemnified Person against:

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

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

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

- (c) If any of the Operator, its employees, agents or sub-contractors in the course of performing the Services causes any damage to any property where the Centre is located, the Operator shall be responsible for making good the damage at his own cost and expense.
- (d) If the Operator shall make default in the payment of any sum so demanded in Clause 6(c) above, the Corporation shall be entitled to deduct the amount thereof from any monies then or thereafter payable to the Operator under the Contract or any other contracts.
- (e) For the purposes of this Clause 6, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- (f) The indemnities, payment and compensation given in pursuance of the Contract by the Operator shall not be affected or reduced by reason of any failure or omission of the Corporation in enforcing any of the terms and conditions of the Contract.

## **7. Payment for Services**

- (a) In consideration of the Operator’s due and proper performance of all of its obligations and provision of all of the Services (save and except the Additional Services) in accordance with the Contract to the satisfaction of the Corporation, the Corporation shall pay the Operator a fixed sum of HK\$19,060,000 (“Service Fee”) in sixteen (16) instalments during the Contract Period in accordance with the conditions set out in this Clause 7.
- (b) Except for the 1<sup>st</sup> instalment of the Service Fee in the first year of the Contract Period, which shall be payable by the Corporation upon commencement of the Contract Period, the Operator shall submit an invoice for each of the remaining instalments of the Service Fee, together with the performance records of the Services for the last three (3) months, within seven (7) days of the respective date of invoice set out below:

<b>Instalment</b>	<b>Amount (HK\$)</b>	<b>Date of Invoice</b>
1 <sup>st</sup>	1,150,000	1 January 2020
2 <sup>nd</sup>	1,150,000	1 April 2020
3 <sup>rd</sup>	1,150,000	1 July 2020
4 <sup>th</sup>	1,150,000	1 October 2020
5 <sup>th</sup>	1,177,500	1 January 2021
6 <sup>th</sup>	1,177,500	1 April 2021
7 <sup>th</sup>	1,177,500	1 July 2021
8 <sup>th</sup>	1,177,500	1 October 2021
9 <sup>th</sup>	1,205,000	1 January 2022
10 <sup>th</sup>	1,205,000	1 April 2022
11 <sup>th</sup>	1,205,000	1 July 2022
12 <sup>th</sup>	1,205,000	1 October 2022
13 <sup>th</sup>	1,232,500	1 January 2023
14 <sup>th</sup>	1,232,500	1 April 2023
15 <sup>th</sup>	1,232,500	1 July 2023
16 <sup>th</sup>	1,232,500	1 October 2023
<b>Total (HK\$):</b>	<b>19,060,000</b>	

The invoice and the performance records of the Services shall be in the form as specified by the Corporation. The Operator shall provide any further or supplemental information or statistics in relation to the performance of the Services as may be requested by the Corporation.

- (c) Subject to the mutual agreement between the Corporation and the Operator, additional fee may be paid for the Operator's due and proper performance of all of its obligations and provision of the Additional Services. Details of the payment of such additional fee (if any) shall be agreed between the Corporation and the Operator in writing.
- (d) Notwithstanding any provision in the Contract, unless otherwise agreed in writing by the Corporation, in respect of any Services provided to the Corporation, the Corporation shall not have any obligation to pay the Operator any Service Fee or any instalment thereof for such Services unless and until the Services have been accepted by the Corporation. Unless otherwise provided, payment of any instalment of the Service Fee shall be made by the Corporation within 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 Civic Affairs Division (3) of HAB in the manner described below:

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

Attention: Assistant Secretary for Home Affairs (3)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 direct 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 (if any). Save as otherwise expressly provided for in the Contract, the Operator shall not be entitled to any adjustment in the Service Fee for any reason (including foreign exchange fluctuations). The Corporation will not reimburse or compensate the Operator for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Operator in undertaking the Services, irrespective of the location in which the Services have to be provided. All things done by the Operator shall be deemed as things which the Operator is required to do for performing the Services. All Services shall be performed by the Operator at its sole cost and expense.
- (h) Without prejudice to any rights or remedies the Corporation may have, the Corporation shall be entitled to deduct from the Service Fee or any monies payable to the Operator, any monies which the Operator may owe to the Corporation whether under or in connection with the Contract or any other contract and in the case of deficiency, the Corporation shall claim for any outstanding balance from the Operator.
- (i) Notwithstanding any provision of the Contract, the Corporation is entitled to withhold payment of all or any part of the Service Fee or any instalment thereof, and any other sum payable by the Corporation to the Operator in the event that:
- (i) any of the Services or deliverables (including any report mentioned under Clause 6 of the Service Specifications) is not performed or provided to the satisfaction of the Corporation;



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

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

If the Operator is convicted of an offence under the Employment Ordinance (Cap. 57), the Immigration Ordinance (Cap. 115), the Employees' Compensation Ordinance (Cap. 282), the Criminal Procedure Ordinance (Cap. 221), the Mandatory Fund Schemes Ordinance (Cap. 485) or the Occupational Safety and Health Ordinance (Cap. 509) in relation to or arising from the performance of the Contract or other contracts (whether contracts with the Corporation or contracts with other parties), 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 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 Companies Ordinance (Cap. 41). The Operator shall, when required by the Corporation, deposit with the Corporation Representative for safe keeping during and throughout the Contract Period such policy or policies of insurance together with the receipts or other evidence of payment of the current premium under the policy or policies.

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

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

- (a) Without prejudice to any rights and claims of the Corporation under the Contract or otherwise at law, the Corporation may by written notice to the Operator terminate the

Contract immediately if:

- (i) the Operator fails to perform or provide to the Corporation any of the Services, or any Services performed or provided by the Operator are rejected by the Corporation;
- (ii) the Operator commits a fundamental breach of any term of the Contract;
- (iii) the Operator is in breach of any other provision of the Contract which in the opinion of the Corporation is not capable of remedy;
- (iv) the Operator commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the breach to the satisfaction of the Corporation Representative within seven (7) days (or such longer period as the Corporation Representative may, in its sole discretion, allow) after the issuance by the Corporation Representative to the Operator of a request in writing requiring it to do so;
- (v) the Operator is persistently in breach of any provision of the Contract (whether the persistent breaches relate to the same provision or different provisions);
- (vi) the Operator is in breach of any of the warranties, undertakings or representations made or deemed to have been made by the Operator to the Corporation in the Contract or in its quotation for the Contract or otherwise from time to time during the Contract Period;
- (vii) the Operator, any officer (including director), employee, agent or sub-contractor of the Operator commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Operator with the Corporation;
- (viii) the Operator becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Operator otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Corporation Representative in writing or the Operator has become insolvent or made any composition or arrangement with its creditors;
- (ix) the Operator abandons the Contract in part or in whole, or the Operator suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

- (x) the Operator assigns or transfers or purports to assign or transfer all or any part of the Contract without the prior written consent of the Corporation;
  - (xi) the Operator has made a material misrepresentation (including submission of any incomplete, inaccurate, false or incorrect statement, information or document) during the quotation process of the Contract or otherwise from time to time during the Contract Period;
  - (xii) the Operator is found to have employed illegal workers in the performance of the Contract;
  - (xiii) the Corporation is given the right to terminate the Contract under any other provision of the Contract; or
  - (xiv) the Corporation reasonably apprehends that any of the events mentioned above is about to occur.
- (b) Notwithstanding anything herein to the contrary, the Corporation may at any time during the Contract Period suspend or terminate the Contract by giving the Operator one (1) month's prior written notice.
- (c) In the event that the Contract is terminated for whatever reason or upon expiry of the Contract Period:
- (i) neither any accrued rights or liabilities of either party, nor the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination or expiry, shall be affected;
  - (ii) subject to any rights and remedies which the Corporation may have under the Contract or otherwise (including any right of set off or counterclaim), the Corporation shall only pay to the Operator such portion of the Service Fee for such part of the Services actually performed by the Operator in strict accordance with the Contract and to the satisfaction of the Corporation (if not paid already);
  - (iii) other than any payment under Clause 10(c)(ii) above, the Corporation shall have no obligation to pay to the Operator any money whatsoever and is under no further obligation to the Operator under the Contract without thereby releasing the Operator from any of its liabilities under the Contract, or affecting any rights and powers conferred upon the Corporation by the Contract;

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

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

## **11. Conflict of Interest**

- (a) The Operator shall during the Contract Period and for six (6) months thereafter:
  - (i) ensure that it (including each member of the Service Team) and each of its sub-contractors, and each of their respective employees, officers and agents engaged in the discharge of the obligations under this Contract, shall not undertake any service, task or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts with, touches, concerns or affects the Services, or which may be seen to conflict with, touch, concern or affect the Services, without the prior written approval of the Corporation (which shall not be unreasonably refused or delayed); and
  - (ii) forthwith notify the Corporation in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Operator (including each member of the Service Team) or any of the Operator's sub-contractors, or any

of their respective employees, officers and agents deployed for the performance of the Operator's obligations under the Contract, conflict or compete, or may conflict or compete, or may be seen to conflict or compete with the Operator's duties to the Corporation under the Contract.

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

## **12. Corrupt Gifts**

- (a) The Operator shall prohibit its directors, employees, agents and sub-contractors who are involved in the Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201). The Operator shall also caution their directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Contract.
- (b) If the Operator or any of its directors, employees, agents or sub-contractors is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other contracts with the Corporation, the Corporation may terminate the Contract immediately.

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

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

### **14. Publicity**

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



## **15. Intellectual Property Rights**

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

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

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

## **16. Force Majeure**

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

Operator, its related persons (as defined in Clauses 25.6 and 25.7 of the Terms of Quotation) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or

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

and which, in either Clause 16(e)(i) or 16(e)(ii) above, prevents the performance of the Operator's duties and obligations hereunder.

## **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 would be subject to the agreement of the Corporation Representative, before the Operator provides any of the Services. The Operator undertakes, if so requested by the Corporation, to deliver to the Corporation on such date as specified by the Corporation, separate confidentiality agreements duly executed by the Operator and/or each person to whom any Confidential Information is to be disclosed by the Operator in accordance with the Contract. The Operator shall not be regarded to have complied with this Clause 17(h) unless each confidentiality agreement is executed on terms prescribed by the Corporation.
- (i) The Operator further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- (j) Without prejudice to the provisions in this Clause 17 and any other provision of the Contract, if the Operator becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Corporation and give the Corporation all reasonable assistance in connection with any action or proceedings which the Corporation may take or institute against any such persons.

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

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

- (a) Nothing in the Contract shall be construed as in any way constituting a partnership, agency or joint venture between Corporation and the Operator. Unless otherwise expressly provided for in the Contract, the Operator has no authority to act in the name of, or on behalf of, or otherwise bind the Corporation.
  
- (b) The Operator enters into the Contract with the Corporation as an independent contractor only and shall at all times remain as an independent contractor throughout the Contract

Period. The Operator shall not represent itself as an employee, agent or servant of the Corporation.

- (c) The Operator shall declare and make known to all its employees, agents and sub-contractors the provisions of this Clause 18.

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

- (a) Unless otherwise provided for in the Contract, the Operator shall not, without the prior written consent of the Corporation, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Operator shall be personal to it.
- (b) The Operator shall submit the proposed sub-contract to the Corporation for approval. The Corporation reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Corporation within seven (7) days after the effective date of the sub-contract.
- (c) The Operator shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Operator shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.
- (d) The Operator shall be responsible for all acts, defaults or neglect of its employees, agents, sub-contractors (including the members of the Service Team) as if they were its own acts, omissions or defaults.

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

- (a) The Contract constitutes the whole agreement between the parties thereto and supersedes any and all previous agreements or arrangements between the parties relating to the subject matter hereof. The Operator acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Corporation.
- (b) Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Operator and the Corporation.

- (c) All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed to the satisfaction of the Corporation).

## **21. Severability**

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

## **22. Non-waiver**

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

## **23. Set off**

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



Contract or any other contract made between the Corporation and the Operator.

## 24. Notices

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

To the Operator: at the address and fax number as specified in the Offer to be Bound

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

Attention: Assistant Secretary for Home Affairs (3)1

Fax Number: 2591 6002

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

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

## 25. Governing Law and Jurisdiction

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

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

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

## **PART 3 – CONTRACT SCHEDULES**

### **CONTENT**

CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION

CONTRACT SCHEDULE 2 – SERVICE TEAM STRUCTURE

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CONTRACT SCHEDULE 4 – PUBLICITY PLAN, OPERATIONAL ARRANGEMENTS,  
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CONTRACT SCHEDULE 5 – WORKING TIMELINE FOR THE SETTING UP OF THE  
CENTRE

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COUNSELLING AND TREATMENT FIELD

**CONTRACT SCHEDULE 1 – SERVICE PROVIDER INFORMATION**

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

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

I. Details of Service Provider

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

II. Details of Contact Person of Service Provider

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

III. Organisation Nature of Service Provider

\*Charitable Organisation  Yes  No

*(Please attach a copy of the organisation’s registration document. For charitable organisations, please also submit a certified copy of the relevant supporting document(s) certifying that the Service Provider qualifies for tax exemption under section 88 of the Inland Revenue Ordinance (Cap. 112).)*

*\*Please “✓” the appropriate box.*

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

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

**IV. Background of Service Provider**

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

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

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

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

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

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

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

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

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

\*Charitable Organisation                       Yes       No

*(Please attach a copy of the organisation’s registration document. For charitable organisations, please also submit a certified copy of the relevant supporting document(s) certifying that the sub-contractor qualifies for tax exemption under section 88 of the Inland Revenue Ordinance (Cap. 112).)*

*\*Please “✓” the appropriate box.*

VIII. Background of Sub-contractor (if applicable)

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

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

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

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 25.2(a) to 25.2(d) of the Terms of Quotation has ever occurred.
  
- \*(b) I/We confirm that the following event(s) as mentioned in Clauses 25.2(a) to 25.2(d) of the Terms of 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 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 the Contract Schedule, the Service Providers may adjust the spaces provided below.)**

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.:

<b>Job Title</b>	<b>Roles and Responsibilities</b>	<b>Responsible Services</b>	<b>Estimated Efforts (in man-days per month)</b>

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 the 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 \*Kowloon East/New Territories East to provide the Services.

*\*Please delete whichever is not applicable.*

Service Providers who wish to submit a proposal for both catchment areas should 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 design of the Services and composition of the Service Team in pursuing the following Project Objectives:**

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

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

#### **3. Service Level Requirements**

##### ***Mandatory Services***

**The successful Service Provider will be subject to the output indicators and minimum attainment level for the Mandatory Services respectively set out in the first and second columns of the following table. Service Providers may propose requirements beyond the minimum attainment level in respect of any or all of the output indicators in the third column of the following table:**

<b>3.1 Output Indicators (per year)</b>	<b>Minimum Attainment Level</b>	<b>Proposed Requirements beyond the Minimum Attainment Level (if any)</b>
Total number of calls from service-seekers taken up via the hotline (183 4633)	1 600	
Total number of messages received from service-seekers via mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and the social media	3 000	
Total number of new cases receiving Level 1 Services	1 440	
Total number of new cases receiving Level 2 Services and/or Level 3 Services (at least 70% should be gamblers)	360	
Total number of new clients receiving Level 2 Services and/or Level 3 Services (including families / friends)	500	
Total number of counselling and treatment sessions provided	2 400	
Total number of mutual support/self-help group sessions organised	120	
Total number of staff training sessions organised	2	
Total number of professional training sessions organised	40	
Total number of attendants in the professional training programmes	400	
Total number of public education programmes organised	20	
Total number of attendants in the public education programmes	2 000	

**3.2 The successful Service Provider will be subject to the outcome indicators and minimum attainment level for the Mandatory Services respectively set out in the first and second columns of the following table. Service Providers may propose requirements beyond the minimum attainment level in respect of any or all of the outcome indicators in the third column of the following table:**

<b>Outcome Indicators (per year)</b>	<b>Minimum Attainment Level</b>	<b>Proposed Requirements beyond the Minimum Attainment Level (if any)</b>
Percentage of (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%	

***Additional Services (Optional)***

**A. Details of the Additional Services**

**3.3 Service Providers may also propose Additional Services to be provided, and the additional funding (if any) required, during the Contract Period. Service Providers are required to provide details of any proposed Additional Services in the following table:**

<b>Item</b>	<b>Proposed Additional Services</b>	<b>Objectives of the Proposed Additional Services</b>	<b>Target Group(s)</b>	<b>Additional Funding Required</b>
<b>1.</b>				
<b>2.</b>				

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

**B. Performance Indicators for the Additional Services**

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

<b>Proposed Output Indicators (per year)</b>	<b>Proposed Minimum Attainment Level</b>

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

<b>Proposed Outcome Indicators (per year)</b>	<b>Proposed Minimum Attainment Level</b>

**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; methods for reaching out and engaging the gamblers with gambling disorder to receive counselling and/or medical treatment.**

**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 the 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 completion or termination of contract.



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 in their workplace.
  
3. Public education programmes to be organised by the Service Provider in the community and schools to disseminate anti-gambling messages.
  
4. 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 THE SETTING UP OF THE CENTRE**

**(In completing the 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:

<b>Time</b>	<b>Details</b> <i>(Service Providers may add other actions items as appropriate.)</i>	<b>Remarks</b> <b>(if the answer is ‘Yes’, please provide a copy for the Assessment Panel’s reference)</b>
	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 – KNOWLEDGE AND EXPERIENCE IN THE ADDICTION COUNSELLING AND TREATMENT FIELD**

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

A. Service Providers are required to provide details in chronological order their relevant experience in providing services of similar nature in the following table:

<b>Period</b>	<b>Type and Scope of Services</b>	<b>Details</b>

B. Service Providers are required to provide information on the qualifications, specialties of the key members of the Service Team and awards received by them or by the Service Providers (as the case may be) in the following table:

Period	Qualifications/Specialties/ Awards	Please highlight in what ways these background would contribute to the service delivery of the Centre

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 Among them, the service contracts in relation to the Yuk Lai Hin and the Sunshine Lutheran Centre will expire on 31 December 2019. This Invitation to Quotation invites quotations for the provision of counselling and treatment services for gamblers with gambling disorder and the individuals affected by them through setting up and operating a Centre in the catchment

areas in Kowloon East and New Territories East respectively (as the case may be) and other means for a four-year period from 1 January 2020 to 31 December 2023.

## **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 and the individuals affected by them;
- (b) facilitate the development of best practices and expertise in counselling and treatment services for gamblers with gambling disorder, as well as the requisite network with the concerned parties;
- (c) reach out to the community and schools to provide the public and students with information about gambling disorder and preventive measures; and
- (d) collate appropriate data and statistics for enhancing understanding about the behaviour and risk factors of gambling disorder.

## **3. Scope of the Services**

3.1 The Operator shall provide the mandatory services set out in Clauses 3.4 to 3.8 below (“Mandatory Services”) during the Contract Period.

3.2 Apart from the Mandatory Services, Service Providers are encouraged to propose and provide additional services that will add value to the Mandatory Services in accordance with in Clauses 3.9 and 3.10 below (“Additional Services”).

3.3 The annual minimum service requirements and performance indicators for different levels and categories of the Mandatory Services are set out in Clauses 5.1 and 5.2 below. Service Providers are invited to propose in their quotations qualitative and quantitative performance indicators for service delivery in the light of their operational experience, provided that they should not have the effect of lowering the minimum attainment level specified in Clauses 5.1 and 5.2 below.

### ***Counselling and Treatment Services***

3.4 The setting up and operation of the Centre for provision of counselling and treatment services form the core part of the Services. The Services should be delivered according to the following three levels:

(a) Level 1 Services

- hotline services as the first point of contact (the Centres should 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), providing general service information, initial telephone screening, counselling and referral services; and
- self-help information packages for dissemination to persons seeking help over the telephone.

(b) Level 2 Services

- face-to-face counselling services;
- consultation and counselling services provided by registered social workers and/or counsellors with post-graduate qualifications in counselling and clinical psychologist as appropriate;
- self-help and group support/therapy programmes;
- other support for both the gamblers and family members; and
- suitable referral services as appropriate.

(c) Level 3 Services

- 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***

3.5 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 is required to have its Centre-specific website, hotline and reception service through mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and the social media to facilitate service-seekers. Service Providers are invited to propose in their quotations qualitative and quantitative performance indicators for the hotline services, and the use of mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and the social media, provided that they should not have the effect of lowering the minimum attainment level specified in Clauses 5.1 and 5.2 below.

***Staff Training Programme***

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

### ***Professional Training Programmes***

- 3.7 The Operator shall organise professional training programmes 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 in their workplace on the techniques to identify gamblers with gambling disorder 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 gamblers with gambling disorder, provide timely support or make timely referral.

### ***Public Education Programmes***

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

### ***Additional Services***

- 3.9 Service Providers are encouraged to include in their quotations new elements of service scope for the gamblers with gambling disorder and the corresponding means of service delivery. The proposals may include any addition to the existing service scope (e.g. services targeting at those exposed to online gambling, credit betting, or junkets, etc.), new means of service delivery (e.g. outreaching services, online services, etc.), or addition of specific groups at risk of gambling. In considering Additional Services, Service Providers may make reference to the recommendations made in the survey study on Hong Kong People's Participation of Gambling Activities (the Study, available at [http://www.donotgamble.org.hk/en/pdf/research/gambling\\_report\\_2016.pdf](http://www.donotgamble.org.hk/en/pdf/research/gambling_report_2016.pdf)). In particular, Service Providers may consider the following services – (a) outreaching services and sector-specific services for those industries and occupations identified as at risk of gambling disorder identified in the Study; (b) training on financial management concepts and skills to improve gamblers' financial literacy; and (c) extended hotline services to 24 hours for seven days per week. The proposals should set out the service scope, the service deliverables and the means of qualitative and quantitative performance evaluation, provided that they should not have the effect of lowering the minimum attainment level specified in Clauses 5.1 and 5.2 below.
- 3.10 The Corporation (if the quotation is accepted by the Corporation) may or may not accept the proposal of the Additional Services, in part or in full. 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 should 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 2020, 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 Subject to any additional output indicators proposed by the Operator in its quotation and accepted by the Corporation, the Mandatory Services of the Operator shall be subject to the following output indicators and attain the minimum level as follows:

<b>Output Indicators (per year)</b>	<b>Minimum Attainment Level</b>
Total number of calls from service-seekers taken up via the hotline (183 4633)	1 600
Total number of messages received from service-seekers via mobile messaging apps (e.g. WhatsApp, WeChat, etc.) and the social media	3 000
Total number of new cases receiving Level 1 Services	1 440
Total number of new cases receiving Level 2 Services and/or Level 3 Services (at least 70% should be gamblers)	360
Total number of new clients receiving Level 2 Services and/or Level 3 Services (including families / friends)	500
Total number of counselling and treatment sessions provided	2 400
Total number of mutual support/self-help group sessions organised	120
Total number of staff training sessions organised	2
Total number of professional training sessions organised	40
Total number of attendants in the professional training programmes	400
Total number of public education programmes organised	20
Total number of attendants in the public education programmes	2 000



5.2 Subject to any additional outcome indicators proposed by the Operator in its quotation and accepted by the Corporation, the Mandatory Services of the Operator shall be subject to the outcome indicators and attain the minimum level as follows:

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%

5.3 In the event where the Operator fails to meet any of the required minimum level of performance standards mentioned in Clauses 5.1 and 5.2 above and to make any improvement of the same, the Corporation may terminate the Contract by written notice. Without prejudice to Clause 10 of the Conditions of Contract and to any rights and claims of the Corporation under the Contract or otherwise at law, upon the Corporation’s issue of a notice of termination in accordance with this Clause 5.3:

- (a) the Corporation may suspend payment to the Operator of all or any part of the Service Fee or any instalment thereof; and
- (b) the Operator shall return to the Corporation any unspent amount of the Service Fee or any amount of the Service Fee in respect of Services that have not been provided by the Operator in accordance with the Contract and to the satisfaction of the Corporation.

5.4 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 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 and the provision of the Mandatory Services. Other than those required for the Additional Services accepted by the Corporation, no funding in addition to the Service Fee shall be provided by the Corporation for the operation of the Centre or the provision of the other Services. The Operator shall not make any profit out of or in relation to the operation of the Centre or the provision of the other Services. For the avoidance of doubt, the Corporation shall not accept any liabilities or financial implications beyond the Service Fee.
- 6.2 The Operator shall maintain an effective and sound financial management system, including budget planning, projection and cash flow management, accounting, internal control system and auditing. It shall maintain proper books and records and supporting documents on income and expenditure relating to the Centre 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 and the provision of the other 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 and the provision of the other Services; and
  - (c) the assets and liabilities of the Operator in respect of the operation of the Centre and the provision of the other Services.
- 6.4 Within ninety (90) days from the end of each year during the Contract Period, the Operator shall provide to the Corporation its income and expenditure account for the previous year and its balance sheet as at the date the income and expenditure is made up in respect of the operation of the Centre and the provision of the other Services, audited by an auditor registered under the Professional Accountants Ordinance (Cap. 50) and signed by two (2) authorised representatives of the Operator, e.g. Chairperson, Head of organisation or Head of Social Welfare Services.
- 6.5 Unless otherwise agreed in writing by the Corporation, any unused Service Fee at the expiry or early termination of the Contract must be refunded to the Corporation within ninety (90) days from such expiry or termination. If the Operator wishes to retain the surplus Service Fee, full justifications have to be provided for consideration by the Corporation. The

Corporation shall have the absolute discretion to decide whether or not the surplus Service Fee can be retained by the Operator, and is not obliged to provide any reasons for its decisions thereof.

- 6.6 The Operator shall submit to the Corporation a quarterly statistics report once every three (3) months during the Contract Period. The statistics report shall follow the Template of Statistics Report at Annex A. 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 15<sup>th</sup> 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).
- 6.7 In addition to the performance indicators mentioned in Clauses 5.1 and 5.2 and any additional performance indicators proposed by the Operator in its quotation and accepted by the Corporation, 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.
- 6.8 The provisions of this Clause 6 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## **7. Dedicated Bank Account**

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

### ANNEX A – 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	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		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 according to the contract)	(Online/mobile platform NOT mentioned in the contract)	(Other means NOT mentioned in the contract)	(at least 70% should be gamblers)	(including families / friends)									
Minimum Mandatory Attainment Level (per year)*	N.A.	1 600		3 000	1 440			360	500	N.A.	N.A.	2 400	120	2	40	400	20	2 000
Jan (year)																		
Feb (year)																		
Mar (year)																		
Apr (year)																		
May (year)																		
Jun (year)																		
Jul (year)																		
Aug (year)																		
Sep (year)																		
Oct (year)																		
Nov (year)																		
Dec (year)																		

## II. Profile of Service-seekers

Profile of Service-seekers (Gamblers)			[Name of Centre]													
			<i>Month</i>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	<b>Cumu- lative</b>
1	<b>Gender</b> 性別	Male 男														
		Female 女														
2	<b>Age</b> 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	<b>Education Level</b> 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	<b>Marital Status</b> 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	<b>Occupation</b> 職業	Self-employed 自僱														
		Service Industry 服務業														
		Professional 專業人士														
		Clerical 文職														

Profile of Service-seekers (Gamblers)			[Name of Centre]													
			<i>Month</i>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	<b>Cumu- lative</b>
		Civil Servant 公務員														
		Technician 技術人士														
		Unemployed 失業														
		On CSSA 綜援														
		Unemployed and CSSA 失業及綜援														
		Student 學生														
		Housewife 家庭主婦														
		Others 其他														
		No Information 沒有資料														
6	Monthly Income 每月收入	No Income 沒有收入														
		\$5,000 or below 5000 元或以下														
		\$5,001 to \$10,000														
		\$10,001 to \$15,000														
		\$15,001 to \$20,000														
		\$20,001 to \$25,000														
		\$25,001 to \$30,000														
		\$30,001 to \$40,000														
		\$40,001 or above 40,001 元或以上														
No Information 沒有資料																
7	Source of Referral 轉介來源	Self-referred 自我轉介														
		<i>Service-seeking in Person</i> 親身前往求助														
		<i>Service-seeking by Phone</i> 致電求助														
		<i>Online Service-seeking</i> 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 賭波															
		Illegal Soccer Betting 非法賭波															
		Mahjong 麻雀															
		Gambling online 網上賭博															
		股票期貨															
		Mark Six 六合彩															
		外圍賭檔															
Others 其他																	
9	Age of Starting Gambling 開始賭博年齡	10 or below 10 歲或以下															
		11 to 15															
		16 to 20															
		21 to 25															
		26 to 30															
		31 to 35															
		36 to 40															
		41 to 50															
		51 or above 51 歲或以上															
		No Information 沒有資料															
10	Years of Gambling 賭博年期	0 to 5 years															
		6 to 10 years															
		11 to 15 years															
		16 to 20 years															
		21 to 30 years															
		31 to 40 years															
		41 to 50 years															
		51 years or above 51 年或以上															
		No Information 沒有資料															
		11	Gambling Debt 賭債	No debt 沒有債務													
\$50,000 or below 5 萬元或以下																	
\$50,001 to \$100,000																	



Profile of Service-seekers (Gamblers)			[Name of Centre]												
			Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		\$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													
		12	Presented Problems 賭博問題	Physical Health Problems 身體 健康問題											
Financial & Debt Problems 財務 問題															
Emotional Problems 情緒問題															
Mental Health Problems 精神健 康難題															
Insomnia 失眠															
Work-related Problems 工作出 現問題															
Unemployment 失業															
Accommodation Problems 住屋 問題															
Family Relationship Problems 家 庭關係問題															
Interpersonal Relationship Problems 相處問題															
Schooling Problems 學業問題															
Legal Difficulties (Criminal Charge) 法律															
Suicidal/Self-harm 自殺/自毀 與家人同歸於盡															
13	District of Residence 居住區域	Outlying Islands 離島													
		Kwai Tsing 葵菁													
		North 北區													
		Sai Kung 西貢													
		Tseung Kwan O 將軍澳													
		Sha Tin 沙田													
		Tai Po 大埔													
		Tsuen Wan 荃灣													

Profile of Service-seekers (Gamblers)		[Name of Centre]												
		Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Tuen Mun 屯門													
	Yuen Long 元朗													
	Tin Sui Wai 天水圍													
	Central & Western 中西區													
	Eastern 東區													
	Kowloon City 九龍城													
	Kwun Tong 觀塘													
	Sham Shui Po 深水埗													
	Southern 南區													
	Wan Chai 灣仔													
	Wong Tai Sin 黃大仙													
	Yau Tsim Mong 油尖旺													
	Overseas 海外/境外													
	No Information 沒有資料													
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)														
14	e.g. DSM V	0-3 questions (At Risk)												
		4-5 questions (Problem Gamblers)												
		6-7 questions or above (Pathological)												
		8-9 questions or above (Pathological)												
		No Information												

**PART 5 - OFFER TO BE BOUND**

1. Having read the Quotation Documents, I/we agree to be bound by the terms and conditions as stipulated therein.

2. I/We do hereby agree to carry out the Services on and subject to the terms and conditions of the Contract and our quotation and to be bound by all terms and conditions set out in the Contract.

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

(a) The number of my/our/the company's Business Registration Certificate is

\_\_\_\_\_

(b) The date of expiry of my/our/the company's Business Registration Certificate is

\_\_\_\_\_

(c) I am/We are/The company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:

Name of Insurance Company \_\_\_\_\_

Period covered by the Policy is from \_\_\_\_\_ to \_\_\_\_\_

Brief particulars of the insurance cover and any special conditions under the Policy are as follows:

\_\_\_\_\_

4. I am/We are duly authorised to bind the said company hereafter mentioned by my/our signature(s).

- or -

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein by my/our signature(s).

5. The name of the company/firm is

\_\_\_\_\_

6. The registered office of the company is situated at

\_\_\_\_\_

- or -

The names and residential addresses of the partners of the firm are as follows:

\_\_\_\_\_

7. Name(s), post(s)/title(s) and address(es) of person(s) signing:

\_\_\_\_\_

Authorised Signature(s):

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(with company chop )

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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