

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
LABOUR DEPARTMENT
TENDER FOR THE PROVISION OF SERVICES**

TENDER FORM

Tender Ref. : LD PT 04/2024

Contract No. :

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked “Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES)” and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, must be deposited in the Government Logistics Department Tender Box situated at Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon (time) on 20 March 2025. Late Tenders will not be accepted.

PART 1 – INTERPRETATION

PART 2 – TERMS OF TENDER

PART 3 – CONDITIONS OF CONTRACT

PART 4 – SERVICE SPECIFICATIONS

Dated this the 20th day of February 2025

.....
FUNG Lai-hing

Government Representative

PART 5 – OFFER TO BE BOUND
(PLEASE SIGN AND SUBMIT THIS PART 5
WITHOUT CHANGING THE ORIGINAL TEXT)

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by the terms and conditions as stipulated therein.
2. I/We, the Tenderer mentioned below, do hereby agree to carry out all and any of the Services at the Unit Price(s) quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

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

Name of the Tenderer :

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

Date :

Notes:

- (i) For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 5 of this Tender Form or a printed copy from a softcopy of Part 5 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 5 of this Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will **not be considered further**.
- (ii) For Paper-based Tendering, this Part 5 – Offer to be Bound shall be signed (containing an original signature) and submitted in the Tender before the Tender Closing Time. This signed Part 5 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, **the Tender will not be considered further**.
- (iii) The Tenderer shall not make any alteration to the original text set out in this Part 5 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.

PART 6
MEMORANDUM OF ACCEPTANCE

On behalf of the Government of the Hong Kong Special Administrative Region,

I
(Name and position of officer)

accept your tender for the contract for the “Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES)”.

Dated the day of 2025.....

Signed by the said
.....
.....

in the presence of :
.....
.....

PART 1 - INTERPRETATION

1. In the Tender Documents and in the Contract, unless the context otherwise requires: -

- “Accepted Innovative Suggestions”** means those Innovative Suggestions proposed by the Contractor and accepted by the Government in the version attached to the Memorandum of Acceptance for identification purposes;
- “Alternative Authentication Method” or “AAM”** means the use of an Identification Code for the submission of a Tender via the e-Tender Box in lieu of the use of a digital certificate;
- “Appendix”** means an appendix attached to the Tender Form;
- “Assessment Criteria”** means the assessment criteria set out in the Marking Scheme; and **“Assessment Criterion”** shall be construed accordingly;
- “Commencement Date”** has the meaning given to it in Clause 1.1 of the Conditions of Contract;
- “Companies Registry”** means the Companies Registry of the Government;
- “Contract”** means the Contract between the Government and the Contractor comprising the following parts of the Tender Documents and other items as specified below:
- (a) the **“Tender Form”**, **“Interpretation”**, **“Terms of Tender”**; **“Conditions of Contract”**; **“Appendix”**;
 - (b) the **“Offer to be Bound”** in the Tender Form;
 - (c) the **“Memorandum of Acceptance”**;
 - (d) the schedules in the form as appearing in the Tender Documents and those which were submitted by the Contractor as part of its Tender for the Contract, and accepted by the Government;
 - (e) the **“Service Specifications”**; and
 - (f) all other schedules, plans, drawings and other documents which form part of the Contractor’s Tender or are incorporated by reference in any of the above documents,

in each case subject to such further changes as the Government may stipulate in exercise of its powers under the Terms of Tender, and/or otherwise subject to such further changes as the Government and the Contractor may agree. All of these documents shall be attached to the Memorandum of Acceptance to be issued under Clause 12.2 of the Terms of Tender for identification purposes.

Each of the above documents shall be referred to throughout the Tender Documents and the Contract by their respective titles as appearing in quotation marks above.

References to “**the Contract**” or “**this Contract**” shall mean the same Contract as defined above;

“ Contract Deposit ”	has the meaning given to it in Clause 22 of the Conditions of Contract;
“ Contract Manager ”	means the individual appointed by the Contractor for the purpose of the Contract and with the experience and responsibility as provided in the Service Specifications, particularly Clause 34;
“ Contract Period ”	has the meaning given to it in Clause 1.1 of the Conditions of Contract;
“ Contract Price ”	means, subject to and after any set-off, deductions or withholding, the amount payable to the Contractor under this Contract pursuant to Clause 7 of the Conditions of Contract, which shall be calculated based on the Unit Price as specified by the Contractor in the Price Schedule and accepted by the Government multiplied by the actual quantity of the Item(s) of Services provided by the Government to the Government’s satisfaction in a particular billing period;
“ Contractor ”	means the Tenderer whose Tender for the Contract for the provision of the Services is accepted by the Government and to whom the Contract is awarded;
“ Electronic Record ”	has the meaning given to it under the Electronic Transactions Ordinance (Cap. 553);
“ Electronic Tendering ”	means the making and submission of a Tender through the e-Tender Box whether through the use of a digital certificate or through the use of an Identification Code;
“ ESG Proposal ”	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the procurement covered by this Invitation

to Tender, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large;

“Essential Requirement”

means a requirement specified in the Tender Documents which is identified as an essential requirement or a requirement in relation to which it is stated in the Tender Documents that the non-compliance by a Tender or a Tenderer as at the Tender Closing Time will lead to that Tender or Tenderer not being considered further (or the Tender or Tenderer being disqualified);

“Estimated Service Price”

means in relation to an Item, the Unit Price for that Item multiplied by the estimated quantity of such Item as specified in Part A of the Price Schedule;

“e-Tender Box” or “ETB”

means the electronic tendering platform of the information technology system known as “**Procurement and Contract Management System**” or “**PCMS**” of the GLD for ETB Users to view tender notices and tender documents, and prepare and submit tenders electronically whether through the use of a digital certificate or an Identification Code;

“ETB User”

means a person who has registered with the PCMS whether as a GLD supplier, or a GLD subscriber, or a person who is for the time being just an applicant to become a GLD supplier up to the time of the notification of the result of its application;

“Force Majeure Event”

means:

- (a) any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or
- (b) any event which is not caused or contributed to by, and is beyond the control of, the Contractor, or any employee or agent or ex-employee or ex-agent of the Contractor and none of them can prevent the consequences of such event from happening;

and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of any party hereunder; for the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event;

“GBA”

comprises Hong Kong, the Special Administrative Region of Macao, and the nine (9) municipalities of Guangzhou,

Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing in Guangdong Province of the Mainland;

“GBA YES”	means the Greater Bay Area Youth Employment Scheme of the LD;
“GLD”	means the Government Logistics Department of the Government;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Property”	means all property, equipment, data, documents, information, text, drawings, pictures, diagrams, images, sound or music, and any other materials of whatsoever nature (tangible or intangible) stored, presented or embodied in any medium, and which are provided or to be provided by the Government to the Contractor under or for the purposes of or in relation to the Contract or otherwise the Contractor has access;
“Government Representative”	means the Commissioner for Labour or any officer authorised to act on his or her behalf for the purposes of the Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars” or “HK\$”	means the lawful currency of Hong Kong;
“Identification Code”	means a unique 8-character code generated by the ETB and sent to the email account registered by the ETB User with the PCMS (viz., “registered email account”) upon the request of the ETB User for the submission of a Tender through the use of such code;
“Innovative Suggestion”	means a Pro-innovation Proposal or an ESG Proposal;
“Intellectual Property Rights”	means patents, copyright, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights (of whatever nature and wherever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights;

“Invitation to Tender”	means the invitation to tender for the provision of Services to the Government on the terms and conditions set out in the Tender Documents;
“Items”	means the services specified in the column headed “Items” of the tables headed “Estimated Service Price for the first twelve (12)-month Contract Period” and “Estimated Service Price for the second twelve (12)-month Contract Period” in Part A of the Price Proposal, and shall be inclusive of all related services and subject matters specified in the Contract;
“Key Personnel”	means Contract Manager and Officer-in-Charge;
“LD”	means the Labour Department of the Government;
“Letter of Conditional Acceptance”	has the meaning given to it in Clause 12.1 of the Terms of Tender;
“Mainland”	means the Mainland of the People’s Republic of China excluding Hong Kong and the Special Administrative Region of Macao;
“Management and Operation Plan”	means the plan for management and operation of the Services to be proposed by the Tenderer pursuant to Part A of Appendix B and accepted (and modified where appropriate) by the Government;
“Marking Scheme”	means the scheme which contains those procedures requirements and Assessment Criteria for the evaluation of the Technical Proposal and Price Proposal separately;
“Materials”	means but is not limited to all the deliverables, data, documents, information text, drawings, pictures, images, photographs, diagrams, charts, tables, graphs, sound, music, reports, certificates, manuals, instructions, documentation, databases, plans, models, designs, specifications, records, computer source codes, advice, recommendations, solutions, analyses, compilations, works of authorship, summaries, briefings, presentations, questionnaires, plans, models, analyses, work programmes, technical notes, information papers, opinions, comments, specifications, formulae and collected, compiled, developed, produced or created by the Contractor or the employees, directors, officers, agents or sub-contractors at all tiers of the Contractor, agents or sub-contractors (whether individually or jointly with the Government) in relation to and/or in the course of the performance of the Services or for the purpose of

	the Contract including but without limitation, the pre-contractual and contractual documents thereof which are recorded or stored by whatever means in whatever form or media and the drafts of any of the above items;
“Non-collusive Tendering Certificate”	means a document known as such and in the form attached to the Tender Form for completion and submission by the Tenderer as part of its Tender under Clause 24.2 of the Terms of Tender;
“Officer-in-Charge”	means the individual appointed by the Contractor for the purpose of the Contract and with the experience and responsibility as provided in the Service Specifications, particularly Clauses 35 and 36 thereof;
“Original Tender Closing Date”	means the latest date and time specified in the section headed “LODGING OF TENDER” of the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date has been extended subsequently;
“Paper-based Tendering”	means the making and submission of a Tender in paper form in accordance with the section headed “LODGING OF TENDER” of the Tender Form;
“Price Proposal”	means the Price Schedule to be completed by the Tenderer;
“Price Schedule”	means the price schedule attached to the Tender Form for completion of the price quotation(s) by the Tenderer;
“Pro-innovation Proposal”	means a proposal that adopts any one or more of the following: technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the Services;
“Publicity Plan”	means the plan for provision of Services to be proposed by the Tenderer pursuant to Part D of Appendix B and accepted (and modified where appropriate) by the Government;
“Quality Assurance Plan”	means the plan for provision of Services to be proposed by the Tenderer pursuant to Part C of Appendix B and accepted (and modified where appropriate) by the Government;
“RMB”	means the lawful currency of the Mainland China;
“Scheme Participant”	means any Young Person who is participating in or has participated in the GBA YES;

“Services”	means all or any of the Items, tasks, obligations to be provided and performed by the Contractor in accordance with the Contract;
“Service Centre”	means a service centre open for Scheme Participants to obtain the Services rendered by Contractor as more particularly stipulated in Clause 7 of the Service Specifications;
“Service Implementation Proposal”	means the plan on management and operation, supervision, quality assurance and publicity to be proposed by the Tenderer pursuant to Parts A to D of Appendix B and accepted (and modified where appropriate) by the Government;
“Specified Tender Box”	means the tender box specified in the section headed “LODGING OF TENDER” the Tender Form or, where applicable, other places assigned by a Government officer for depositing bulky tenders;
“Supervision Plan”	means the plan for supervision of Services to be proposed by the Tenderer pursuant to Part B of Appendix B and accepted (and modified where appropriate) by the Government;
“Technical Proposal”	means all proposals, information and documents required to be submitted as part of the Tender apart from the Price Schedule;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to this Invitation to Tender;
“Tender Closing Date”	means the date specified in the section headed “LODGING OF TENDER” of the Tender Form as the latest date before which Tenders must be deposited with the Government, and such date as may be extended from time to time in accordance with Clauses 5.5 to 5.6 of the Terms of Tender;
“Tender Closing Time”	means the time on the Tender Closing Date before which Tenders must be deposited with the Government in the manner stipulated in the Tender Form as the same may be extended from time to time in accordance with Clause 5.4 of the Terms of Tender;
“Tender Documents”	means the documents issued by the Government for the purpose of the Invitation to Tender the full list of which is specified in Clause 1 of the Terms of Tender;

“Tender Form”	means: <ul style="list-style-type: none">(a) in the case of a Tender submitted in paper form, the Tender Form issued for the Invitation to Tender; and(b) in the case of a Tender submitted electronically, the tender form available on the e-Tender Box for completion electronically;
“Tender Validity Period”	has the meaning given to it in Clause 9.1 of Terms of Tender;
“Tenderer”	means a person which or who has capacity to Contract and has submitted a Tender in response to this Invitation to Tender;
“Terms and conditions of use of the PCMS and the e-Tender Box”	means all those terms and conditions for the use of the PCMS and the e-Tender Box from time to time published on the website of the e-Tender Box including the “Terms and Conditions of Use of the PCMS and the e-Tender Box” and the “e-Tender Box System and File Attachment Requirements” in the version prevailing immediately prior to the Tender Closing Date;
“Total Estimated Service Price”	means the estimated value of a Contract to be awarded to a Tenderer as quoted by it in Part A of the Price Schedule;
“Virus”	means a subversive computer programme or piece of code that may corrupt or erase computer data files and/or change the normal behaviour of a computer;
“Website of the e-Tender Box”	means the website of the following address: https://pcms2.gld.gov.hk
“Working day”	means Monday to Friday, other than a public holiday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force, for any time during the normal business hours; and
“Young Person”	means any individual aged 29 or below with educational attainment at sub-degree level or above who is a Hong Kong resident and legally employable in Hong Kong , excluding an overseas and Mainland talent who is relocated to Hong Kong under different admission schemes, or a non-local graduate who remains in Hong Kong/returns to Hong Kong for employment according to the “Immigration Arrangement for Non-local

Graduates” or under other admission schemes, or a young person who is admitted in Hong Kong by a student visa.

2. In the Tender Documents, unless the context otherwise requires, the following rules of interpretation shall apply:
- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
 - (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
 - (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
 - (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented;
 - (e) references to **“Tenderer”** or **“Contractor”** shall include its permitted assigns, successors-in-title, or any persons deriving title under them;
 - (f) references to **“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;
 - (g) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
 - (h) references to **“laws”** and **“regulations”** 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, regardless of the jurisdiction;
 - (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it appears in the same and other parts of the Tender Documents;
 - (j) a time of a day shall be construed as a reference to Hong Kong time;
 - (k) references to **“normal business hours”** mean 0900 to 1815 hours;
 - (l) references to a day mean a calendar day;

- (m) references to a month mean a calendar month;
 - (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 Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
 - (p) words importing the whole shall be treated as including a reference to any part of the whole;
 - (q) the expressions “include” and “including” shall be construed without limitation to the words following;
 - (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
 - (s) references to “**in writing**” include manuscript, typewriting, printing, lithography, photography, facsimile, electronic mail, information which can be viewed on the e-Tender Box, and any other modes of representing and reproducing words in a legible form;
 - (t) reference to “**original signature**” or “**originally signed**” includes a digital image of a hand-written signature (viz., a scanned signature);
 - (u) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed;
 - (v) the expressions “**public body**” and “**public officer**” have the meanings given to them in the Interpretation and General Clauses Ordinance (Cap.1). The expression “**officer**” has the meaning given to it in the Companies Ordinance (Cap. 622).
3. 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 Government or any person in the service of the Government.
4. All rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

5. Unless otherwise expressly stated, all provisions of the Tender Documents shall apply regardless of whether Paper-based Tendering or Electronic Tendering is used for the submission of the tender or formation of the Contract.
6. The expression “Cap.” means a Chapter of the Laws of Hong Kong.

PART 2 – TERMS OF TENDER

ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY SUBMISSION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY BE DISQUALIFIED (OR WILL BE DISQUALIFIED WHENEVER EXPRESSLY PROVIDED).

1. Tender Documents

1.1 These **Tender Documents** identified as “Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES)” consist of:

- (a) Tender Form
- (b) Part 1 – Interpretation
- (c) Part 2 – Terms of Tender
 - Appendix A – Information on the Tenderer and its Key Personnel
 - Appendix B – Service Implementation Proposal
 - Appendix C – Price Proposal
 - Appendix D – Form of Banker’s Guarantee for the Performance of a Contract
 - Appendix E – Reply Form for Tender Briefing
 - Appendix F – Checklist for Submission of Tender
 - Appendix G – Tender Evaluation Procedures, Criteria and Marking Scheme
 - Appendix H – Consent for Disclosure
 - Appendix I – Statement of Compliance
 - Appendix J – Non-collusive Tendering Certificate
 - Appendix K – Guidance Note GN-1 (Environmental Protection)

- (d) Part 3 – Conditions of Contract
- (e) Part 4 – Service Specifications

Each of the above Tender Documents is referred to by their names as stated above throughout the Tender Documents and the Contract.

2. Invitation to Tender

- 2.1 The Government invites Tenders for the provision of Services for Young Persons participating in GBA YES in the nine (9) Mainland cities of the GBA as more particularly set out in the Service Specifications, subject to and in accordance with the terms and conditions as set out in the Contract. Tenderers must bid for all Items otherwise their Tenderers will not be considered.
- 2.2 Each Tenderer should read the Tender Documents carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Documents.
- 2.3 Each Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 2.4 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Documents (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Documents (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation, exemption from compliance or observance, or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any obligation or liability under the Contract as a consequence of any misinterpretation by it of any provision in the Tender Documents or the Contract.
- 2.5 Information, statistics and forecasts set out in the Tender Documents are provided for a Tenderer's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government does not bind itself to adhere to such information, statistics and forecasts.
- 2.6 This Invitation to Tender is not covered by the Agreement on Government Procurement of the World Trade Organisation.
- 2.7 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Tender and a Tender submitted by a Tenderer in response to this Invitation to Tender.

3. Briefing Session

Tenderers are strongly advised to attend a tender briefing session to acquaint themselves with the Contract requirements. The briefing session will be held at 3:00 p.m. on 3

March 2025 (Monday) at Multi-function Room of Youth Employment Start (Mong Kok), at Suites 8-11, Level 42, Office Tower, Langham Place, 8 Argyle Street, Mong Kok, Kowloon. Interested parties are required to complete and return the reply form at Appendix E by email or fax before 6:15 p.m. on 28 February 2025. In case there is any unforeseeable circumstances that may affect the conducting of tender briefing session as planned above, the Government shall announce the revised arrangements of the tender briefing session on the website of the GBA YES at www.jobs.gov.hk/gbayes and/or notify those parties who have returned the reply form at Appendix E to the Government on or before the application deadline about the revised arrangements.

4. Tender Preparation

- 4.1 A complete list of all proposals, documents and information which are required to be submitted is set out in Appendix F.
- 4.2 A Tenderer shall submit, in one of the following manners, its completed Tender together with all proposals, documents and information required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents. **A Tender submitted through a method other than Paper-based Tendering or Electronic Tendering will not be considered.** In relation to each Tender, a Tenderer is required:

Tender Submission:

(a) Paper-based Tendering

The Tender shall be completed in writing on hardcopy and shall be submitted in triplicate (i.e. three (3) sets of identical documents with one (1) set of originals and two (2) sets of copies) in accordance with the “Lodging of Tender” section of the Tender Form. The Tenderer shall ensure that all the three (3) sets of Tenders submitted by it are identical. The Government may pick just any one (1) set for the evaluation and for Contract formation purpose on the assumption that all three sets are identical.

(b) Electronic Tendering

The Tender comprising the Technical Proposal and Price Proposal shall be submitted:

- (i) in accordance with the terms and conditions of use of the PCMS and the e-Tender Box; and
- (ii) through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.

For certified true copy, the Tenderer may first submit a photocopy certified to be true and complete by the person(s) specified in Clause 5.1(a) below or; in the case

of any certificate which is required to be issued by a specified body, the photocopy certificate must be certified as true and complete by that specified body or a lawyer duly qualified to practise in Hong Kong or the laws of the place of incorporation, formation or establishment of the Tenderer. Subsequently, the Government reserves the right to request a certified true copy (hardcopy) after the Tender Closing Date. If only a photocopy without any certification has been submitted in electronic format as part of its Tender via the e-Tender Box, the Government reserves the right to request an original copy or a certified true copy (hardcopy) after the Tender Closing Date. The Tender may **not** be considered further if the original or a certified true copy (hardcopy) is not provided.

- (c) The submission of Appendix B to these Terms of Tender **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25mm and character font size not less than 12). Those pages that exceeded the specified limit, i.e. pages from the 51st page onwards of Appendix B, shall **not** be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be included in the counting of pages for this purpose.
- (d) For Paper-based Tendering, a Tenderer is also required to submit a softcopy of the Service Implementation Proposal in Microsoft Word format stored in a CD-ROM for administrative convenience. Tender evaluation will only be based on the submitted hardcopies only. Any inconsistency found in the softcopy will be disregarded. Tenderers should ensure that the contents and the format saved in the softcopy are identical with those in the hardcopy.

4.3 A Tenderer must provide the following information/supporting documents in its Tender as set out below before the Tender Closing Time:

- (a) (i) (for Paper-based Tendering) a duly signed Offer to be Bound in Part 5 of the Tender Form containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 5 of the Tender Form or a printed copy from a softcopy of Part 5 of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 5 of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further; or
- (ii) (for Electronic Tendering) the box signifying the Tenderer's agreement with Offer to be Bound in Part 5 of the Tender Form must have been checked;
- (b) the duly completed Part 9 of Appendix A;
- (c) a duly completed Service Implementation Proposal in the form of Parts A to D of Appendix B;
- (d) a Price Proposal with the Unit Price quotations for all Items in the Price Schedule duly completed.

Otherwise, the Tenderer's Tender will not be considered further.

- 4.4 In addition to Clause 4.3 above, a Tenderer must provide when it submits Tender the following information/supporting documents requested in the Tender Documents or relevant to its Tender, including but not limited to the following before the Tender Closing Time or upon subsequent request:
- (a) the technical information in the form of Appendix A with all parts (which have not been covered by Clause 4.3 above) duly completed;
 - (b) a Service Implementation Proposal in the form of Appendix B with all parts (which have not been covered by Clause 4.3 above) duly completed;
 - (c) a Price Proposal in the form of Appendix C with all parts (which have not been covered by Clause 4.3 above) duly completed;
 - (d) a duly completed Statement of Compliance in the form of Appendix I to the Terms of Tender; and
 - (e) a duly signed Non-collusive Tendering Certificate in the form of Appendix J to the Terms of Tender.

If any of the above information is missing in the Tender and is not provided upon any request which may be made pursuant to Clause 4.6 below, **the Tenderer's Tender will not be considered further.**

- 4.5 For all other proposals, documents and information which do not fall within Clauses 4.3 or 4.4 above, the Government reserves the right to seek submission under Clause 4.6 below or evaluate the Tender on an "as is" basis.
- 4.6 If the Government considers that:
- (a) clarification in relation to any Tender is necessary; or
 - (b) a document or a piece of information, other than the document or information set out in Clause 4.3 above, is missing from any Tender,

it may, but is not obliged to request the Tenderer to make the necessary clarification, or submit the required document or information. Each Tenderer must 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 Government. A Tender will **not** be considered further if complete information or document is not provided by the deadline specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or document, the Government may **not** consider the Tender further or may proceed to evaluate the Tender on an "as is" basis.

- 4.7 When completing the Tender Documents (including the Offer to be Bound section of the Tender Form), each Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:
- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer; or
 - (iii) its business name as shown in the current business registration certificate of the Tenderer;
 - (b) if the Tenderer is an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate, the Ordinance under which the body corporate is established; or
 - (c) if the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Cap. 151), its Certification of Registration of a Society or Certificate of Exemption from Registration of a Society.
- 4.8 The Government will **not** consider any counter-proposal submitted by a Tenderer in respect of any term or condition set out in the Contract. Any counter-proposal may render a Tender non-conforming and **not** to be considered further at the absolute discretion of the Government.
- 4.9 Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary. For Paper-based Tendering, any modification to the submitted Tender considered necessary by the Tenderer shall be the subject of a separate letter accompanying the Tender. Figures and words should not be altered or erased; any modification should be effected by striking the incorrect figure or word and inserting the correct figure or word in ink or typescript above the original figures or words. All such amendments should be initialled by the Tenderer in ink. For Electronic Tendering, in case of modification to the submitted Tender, the Tenderer shall submit either a complete set of the revised Tender superseding the original Tender, or just the revisions to the original Tender. Either way, this shall be stated clearly in the submission.
- 4.10 Tenders may **not** be considered if complete information is not given with the Tender or if any particulars and data asked for in the Tender Documents are not furnished in full.
- 5. Tender Execution and Submission**
- 5.1 (a) A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the submitted Offer to be Bound in Part 5 of the Tender Form is signed in the following applicable manner:

- (i) if the Tenderer is a company as defined in the Companies Ordinance (Cap. 622) or the Predecessor Ordinance, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer. “**Predecessor Ordinance**” means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622);
 - (ii) if the Tenderer is an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate, the director of the organisation or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer; or
 - (iii) if the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Cap. 151), its Offer to be Bound in Part 5 of the Tender Form will be considered duly signed when it is signed by at least two (2) of the Tenderer’s office-bearers. The office-bearers who sign the Offer to be Bound will be deemed to submit the Tender in their personal capacity on a joint and several basis. If any Contract is awarded to them, they will be bound by the Contract on a joint and several basis.
- (b) A Tender submitted through Electronic Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if it is submitted in any one of the following ways:

For a company or a body corporate:

- (i) submission of the Tender via the e-Tender Box through the use of an Identification Code; or
- (ii) submission of the Tender via the e-Tender Box through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. A Tenderer shall use a digital certificate which is issued in its name as appearing in the applicable document(s) mentioned in Clause 4.7(a) and (b) above.

For sub-clauses (b)(i) and (ii) above, the Tenderer who submits the Tender must check the box signifying the Tenderer’s agreement with Offer to be Bound in Part 5 of the Tender Form.

For a society registered or exempted from registration under the Societies Ordinance (Cap. 151):

- (iii) submission of the Tender via the e-Tender Box through the use of an Identification Code or through the use of such type of digital certificate recognised by the ETB, and uploaded by the Tenderer to the ETB. The Tenderer may use a digital certificate issued in the name of the Tenderer (i.e. the society), or a digital certificate issued in the name of one of Tenderer’s office-bearers. The office-bearer who submits the Tender must check the box signifying the Tenderer’s agreement with Offer to be

Bound in Part 5 of the Tender Form. The Tenderer is also required to submit a softcopy containing certified true copy of duly signed Offer to be Bound in Part 5 of the Tender Form which contains signatures of at least two of the Tenderer's office-bearers as part of the Technical Proposal. For the avoidance of doubt, the Tenderer's office-bearer who submits the Tender via the e-Tender Box should also sign the Offer to be Bound in Part 5 of the Tender Form. The office-bearers who sign/check the Offer to be Bound will be deemed to submit the Tender in their personal capacity on a joint and several basis. If any Contract is awarded to them, they will be bound by the Contract on a joint and several basis.

5.2 This Tender exercise adopts a two-envelope approach. Regardless of whether Paper-based Tendering or Electronic Tendering is used, a Tenderer is expected to submit two (2) separate proposals, i.e. one (1) Technical Proposal and one (1) Price Proposal as follows:

(a) Paper-based Tendering

If Paper-based Tendering method is used, the Tenderer should submit its Technical Proposal and Price Proposal in two separate sealed envelopes as follows:

- (i) The Technical Proposal envelope should contain the information, documents and proposals as required in Appendix F (except the Price Proposal provided in Clause 4.3(d) above). The envelope should be clearly marked "Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES) – Technical Proposal". The Technical Proposal envelope and the contents thereof **must not** contain or bear any indication of price information.
- (ii) The Price Proposal envelope should contain the Price Schedule as required in Clause 4.3(d) above and be clearly marked "Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES) – Price Proposal".
- (iii) The above two (2) envelopes shall be inserted into one (1) single large sealed envelope clearly marked "Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES)". The envelopes must not bear any distinguishing matter, mark, or advertisement that indicates the identity of the Tenderer.

(b) Electronic Tendering

If Electronic Tendering method is used, a Tenderer shall submit the Technical Proposal and Price Proposal as separate attachment files in accordance with the terms and conditions of the PCMS and the e-Tender Box and in such format as prescribed therein, through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an

Identification Code. The Technical Proposal and the Price Proposal shall be stored in two separate files as follows:

- (i) The Technical Proposal should contain attachment files including the information, documents and proposals as required in Appendix F (except the Price Proposal provided in Clause 4.3(d)). A Tenderer may use “**Technical.doc**” as file name or other file names except “**Price.doc**”. The Technical Proposal and the file attachments thereof must not contain or bear any indication of price information.
- (ii) The Price Proposal should contain the Price Schedule as required in Clause 4.3(d) above. The file name should be “**Price.doc**”.
- (c) A Tender not submitted in accordance with the two-envelope approach stipulated above may not be considered further at the absolute discretion of the Government.

5.3 (a) Paper-based Tendering

A Tender must be addressed to the “Chairman, Tender Opening Committee, Government Logistics Department” and deposited by hand in the Government Logistics Department Tender Box (i.e. Specified Tender Box) situated at Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong. Tenders submitted by post, e-mail or facsimile and Tenders not deposited in the Specified Tender Box will **NOT** be considered.

(b) Electronic Tendering

- (i) Transmission of a Tender through the e-Tender Box shall be successfully completed in accordance with the requirements of the e-Tender Box before the Tender Closing Time. Save as otherwise provided for in the Tender Documents, a Tender will **NOT** be considered if the relevant proposal, document or information as described in Clause 4.3 above is not successfully and completely transmitted through the e-Tender Box before the Tender Closing Time.
- (ii) A Tender that is found to be contaminated with Virus will be invalidated and will **NOT** be considered further.
- (iii) If any attachment to a Tender submitted by a Tenderer via the e-Tender Box does not comply with the terms and conditions of use of the PCMS and the e-Tender Box; is found to be contaminated with Virus; or is corrupted or otherwise not readable or printable into readable text by the Government, and such non-compliance of file format, Virus contamination, or file corruption has resulted in failure to submit the relevant proposal, document or information as described in Clause 4.3 above by the Tender Closing Time, the Tender will **not** be considered further and its Tenderer will be notified of such.

- (iv) In the case where the Tenderer uses a digital certificate for the submission of Tender via the e-Tender Box, the Government will verify the validity of a Tenderer's digital certificate with the relevant certification authority which has issued such digital certificate. If the directory service or revocation list service of that certification authority or its Contractor is/are not available for any reason, the Government may postpone the verification process until such time when the directory service or revocation list service (as the case may be) of the certification authority or its Contractor is/are resumed or when the Tender is opened, whichever is the later. If the verification process is postponed, the Tenderer will be informed of this through an on-screen message and an on-line acknowledgement of the Tender.
- (v) A Tender will **not** be considered further if the digital certificate used by a **Tenderer** for submission of Tender via the e-Tender Box is found invalid (i.e. expired, revoked, or it is not a digital certificate recognised in the e-Tender Box for submission of Tenders) upon verification.
- 5.4 All Tenders **MUST** be submitted before 12:00 noon (Hong Kong Time) on the Tender Closing Date. Late Tenders will **NOT** be considered.
- 5.5 In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or "extreme conditions" announced by the Government is/are in force, for any duration between 9:00 a.m. and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the latest date and time before which Tenders are to be deposited in the Specified Tender Box and at the e-Tender Box will be extended to 12:00 noon (Hong Kong Time) on the next working day.
- 5.6 In case of blockage of the public access to the location of the Specified Tender Box at any time between 9:00 a.m. and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the Government will announce extension of the Tender Closing Time until further notice. Following removal of the blockage, the Government will announce the extended Tender Closing Time as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department of the Government (<http://www.info.gov.hk/gia/general/today.htm>).
- 5.7 The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the Tender submission submitted and/or deposited by Tenderers in the Specified Tender Box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning Tender submission as soon as practicable. The above announcements will be made via press releases on the website of Information Services Department of the Government (<http://www.info.gov.hk/gia/general/today.htm>).

- 5.8 If a Tenderer submits a Tender by Electronic Tendering, the Tenderer shall, in addition to compliance with the Tender Documents, observe and comply with all terms and conditions of use of the PCMS and the e-Tender Box as set out in or referred to in the e-Tender Box.

6. Essential Requirements of Tenderers and Technical Proposals

6.1 A Tenderer **must**:

- (a) be a company as defined in the Companies Ordinance (Cap. 622) or the Predecessor Ordinance; or an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate; or a society registered or exempted from registration under the Societies Ordinance (Cap. 151). “**Predecessor Ordinance**” means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622);
- (b) have nominated a person to be the Contract Manager, who must be employed in Hong Kong by the Tenderer on a full-time basis¹ on the date of Tender submission. The nominated Contract Manager must, in the past five (5) years immediately preceding the Original Tender Closing Date, have at least two (2) aggregate years of work experience in supervising employment-related support services for Young Persons working in the nine (9) GBA Mainland cities;
- (c) have nominated a person to be the Officer-in-Charge, who must be employed in Hong Kong by the Tenderer on a full-time basis² on the date of Tender submission. The nominated Officer-in-Charge must possess tertiary education level, and must, in the past five (5) years immediately preceding the Original Tender Closing Date, have at least eighteen (18) aggregate months of work experience gained in at least one of the nine (9) GBA Mainland cities in providing employment-related support services for Young Persons working in the GBA Mainland cities, which must include (i) eighteen (18) months’ full-time work experience of independently handling enquiries and giving advice on issues related to the Employment Ordinance (Cap.57) and employment laws in Guangdong Province; and (ii) eighteen (18) months’ full-time work experience of organising group activities of recreational and educational nature in the Guangdong Province as at the Original Tender Closing Date. For the avoidance of doubt, the Contract Manager and the Officer-in-Charge should be different persons;
- (d) have full power, authority and legal capacity to carry out all parts of the Services in the nine (9) GBA Mainland cities on the terms and conditions of the proposed Contract. A Tenderer is required to provide documentary proof satisfactory to the Government that it can legally provide the Services in accordance with the

¹ Employed to work for a minimum of forty-four (44) hours per week

² Employed to work for a minimum of forty-four (44) hours per week

Law of the People's Republic of China on the Administration of Activities of Overseas Nongovernmental Organizations in the Mainland of China (Overseas NGO Law)(中華人民共和國境外非政府組織境內活動管理法) or under other relevant circumstances (for the full text of the Overseas NGO Law in Chinese, please refer to www.gov.cn/xinwen/2016-04/29/content_5069003.htm); and

- (e) have been operating at least three (3) physical service centres located in GBA Mainland cities which must include Shenzhen and Guangzhou for providing employment-related support services for Hong Kong people working in the GBA Mainland cities on the date of Tender submission.

Counting of Experience of Tenderer and its Key Personnel

6.2 For the purpose of tender evaluation, experience of a Tenderer and its Key Personnel shall be counted as at the Original Tender Closing Date and the following shall apply:

- (a) in relation to the experience of a Tenderer as mentioned in Part F of Appendix B to these Terms of Tender and its Key Personnel as required in Clauses 6.1(b) or (c) above, only those employment-related support services rendered in the nine (9) GBA Mainland cities solely or partly provided for Young Persons working there will be counted;
- (b) only the experience with a period of not less than thirty (30) consecutive days will be counted;
- (c) where the Tenderer can demonstrate, to the satisfaction of the Government, that it is a continuation of company, body corporate or registered society and has taken up the latter's operation in its entirety, the Government may, at its absolute discretion, take into account the following when its Tender is being evaluated: (i) the relevant experience acquired by the company, body corporate or registered society prior to the take-over; and (ii) the records of performance of the said company, body corporate or registered society in its provision of similar employment-related support services commissioned by the Government;
- (d) subject to Clauses 6.2(g) and 6.2(h) below, the years of experience is to be counted in days, e.g. "an aggregate of two (2) years of experience" is equivalent to having accumulated an aggregate of no less than seven hundreds and thirty (730) days (i.e. three hundreds and sixty-five (365) days x two (2)) of relevant experience under a single Contract or different Contracts;
- (e) for the purpose of counting the experience, the number of days is to be counted without regard to intervening holidays or inclement weather warning days on which no services were normally required to be delivered;
- (f) when a Tenderer's proposed nominee for the role of the Key Personnel as proposed in Part 9 of Appendix A to these Terms of Tender will no longer serve as such before award of the Contract whether because he is no longer an employee of the Tenderer or for other reason ("outgoing nominee"), the evaluation will still be proceeded based on the qualification and experience of such outgoing nominee as at the Original Tender Closing Date. Should the Tenderer be selected as the

successful Tenderer, it shall be obliged to provide another nominee to replace the outgoing nominee, and that substitute nominee shall be employed by the Tenderer on a full-time basis, and shall satisfy the qualification and experience requirements as stipulated in Clauses 6.1(b) and 6.1(c) of the Terms of Tender, as applicable, with experience and qualification no worse than the outgoing nominee.

(g) Counting of Tenderer's experience

There shall be no double counting of the length of the Tenderer's experience for provision of services during overlapping periods, regardless of whether such services are provided in different GBA Mainland cities or under different contracts for services. Without prejudice to the generality of the foregoing, experience with overlapping periods is to be counted in accordance with the following example:

Contract for relevant services	Contract period	Contract period without overlapping with another Contract	Number of days counted for accumulated experience
A	16/4/2020-15/4/2022	16/4/2020-15/4/2022	730 days
B	1/4/2022-31/3/2023	16/4/2022-31/3/2023	350 days
C	1/1/2023-31/12/2023	1/4/2023-31/12/2023	275 days
		Total	1,355 days

(h) Counting of the experience of the nominated Contract Manager or the Officer-in-Charge required in Clauses 6.1(b) or (c) above

If the nominated person has undertaken the relevant services under different employment contracts, there shall be no double counting of the length of experience during overlapping periods. Without prejudice to the generality of the counting rules set out above, experience with overlapping periods is to be counted in accordance with the following example of Contract Manager:

Employer	Post title	Employment period (dd/mm/yyyy – dd/mm/yyyy)	Work experience gained in supervising the provision of employment-related support services for Young Persons in the nine (9) GBA Mainland cities (Yes/No)	Number of calendar days counted for accumulated experience in the period
A	Case Manager	1/1/2019-31/1/2021	No	0 day
B	Centre Supervisor	1/1/2021-31/3/2023	Yes	730 days (after excluding the overlapping period of "1.1.2023 to

Employer	Post title	Employment period (dd/mm/yyyy – dd/mm/yyyy)	Work experience gained in supervising the provision of employment-related support services for Young Persons in the nine (9) GBA Mainland cities (Yes/No)	Number of calendar days counted for accumulated experience in the period
				31.3.2023” which is counted in the employment with Employer C below)
C	Centre Manager	1/1/2023-31/12/2023	Yes	365 days
			Total	1,095 days

6.3 A non-compliance with any of the Essential Requirements in Clauses 6.1 (a) to (e) above will render the **Tender** non-conforming and such **Tender** will **not** be considered further.

7. Financial Vetting and Contract Deposit

7.1 If the Total Estimated Service Price for all Items of a Tender exceeds HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderers, if selected, or otherwise as requested by the Government, are required to submit the following documents within seven (7) days for financial vetting:

(a) Audited accounts

Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the date of Tender submission. The audited accounts must comply with the following requirements:

- (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622).
- (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the date of Tender submission.
- (iii) The audited accounts must contain the directors’ report, auditors’ report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income

statement), statement of changes in equity, statement of cash flows and notes to the accounts.

- (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by the local law of the place of the company's establishment.
- (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

Remarks: Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required, or the Tenderer is a newly established business where the first accounts are not yet available. For unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) shall be provided. The unaudited accounts and tax records must be certified by the sole proprietor, partners or directors of the Tenderer, certified public accountants or other accountants acceptable to the Government.

(b) Management accounts

Management accounts up to a period not more than three (3) months before the date of Tender submission (if that has not already been covered by the latest audited accounts). The accounts shall be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622). They must be certified by (i) the office-bearers or directors or similar position of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government;

(c) Projected Statements of Profit and Loss and Other Comprehensive Income and Statements of Cash Flow

Projected statements of profit or loss and other comprehensive income and statements of cash flow for the Contract and for each Contract year, one for the Services and one for the organisation as a whole. The projected statements should be certified by the director or similar position of the Tenderer. The projected statements should show the revenue, operating expenses, capital expenditure, source of finance such as up-front investment and/or debt financing, and other particulars showing how the Tenderer will deal with the Contract. The assumptions used in preparing the projections should be reasonable and must be clearly stated. The assumptions by the Government included in the Tender Documents must be reflected in the Tenderer's projections. All the supporting schedules and detailed calculations should also be submitted.

(d) Others

Copies of written confirmation regarding the sources of finance from the relevant financial institution may be required if the financial resources or backing is required to fulfil the obligations under the Contract.

- 7.2 Tenderers shall upon the request in writing by the Government provide any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract on or before such date as stated in the written notification by the Government.
- 7.3 For the avoidance of doubt, the Government's request for submission of financial documents and information above is not an indication that the offer from the relevant Tenderer will be accepted by the Government.
- 7.4 Notwithstanding any provision in the Tender Documents, failure to comply with this financial vetting requirement may render the tender non-conforming.
- 7.5 The amount of the Contract Deposit payable by the Tenderer shall be determined as follows:
- (a) If the Total Estimated Service Price does not exceed HK\$1.36 million, no Contract Deposit is payable by the Tenderer.
 - (b) If the Total Estimated Service Price exceeds HK\$1.36 million but does not exceed HK\$15 million, the Tenderer shall deposit with the Government the Contract Deposit of an amount equivalent to two percent (2%) of the Total Estimated Service Price.
 - (c) If the Total Estimated Service Price exceeds HK\$15 million, the Tenderer shall deposit with the Government the Contract Deposit of an amount equivalent to two percent (2%) (if the Tenderer passes the financial vetting) or five percent (5%) (if the Tenderer fails the financial vetting) of the Total Estimated Service Price.

The Contract Deposit shall be non-interest-bearing and shall be deposited with the Government within fourteen (14) days from the date of the notification of conditional acceptance as a security for the due and faithful performance of the Contract and as condition precedent to the award of Contracts. The Contract Deposit shall either be in cash or by way of a banker's guarantee in the form as attached in Appendix D to the Terms of Tender, issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Cap. 155) and acceptable to the Government. For the avoidance of doubt, if the successful Tenderer fails in the financial assessment, or it is a newly established company, or the financial information provided by the Tenderer is inadequate for a meaningful financial vetting, without prejudice to the Government's rights under Clause 7.4 above, the Tenderer shall deposit with the Government the Contract Deposit of an amount equivalent to five percent (5%) of the Total Estimated Service Price.

8. Tender Evaluation and Marking Scheme

- 8.1 Tenders will be evaluated in accordance with the Marking Scheme.

8.2 The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.

9. Tenders to Remain Open

9.1 A Tender shall remain valid and open for a period of not less than two hundred and seventy (270) days after the Tender Closing Date (“Tender Validity Period”).

9.2 If a Tenderer offers in its Tender a Tender Validity Period that is shorter than two hundred and seventy (270) days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm within five (5) working days or such other period as specified by the Government. If a Tenderer rejects the prescribed Tender Validity Period, its Tender will not be considered further.

10. Price Quotations

10.1 The price quotations tendered by Tenderers must only be shown in the Price Proposal and shall be denominated in Hong Kong dollars. Such price quotation shall be net and, where applicable, include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract.

10.2 The price quotation tendered in the Price Proposal shall remain valid throughout the Tender Validity Period.

10.3 Tenderers shall ensure that the price quotation tendered is accurate before submitting their Price Proposal. Under no circumstances will the Government accept any request for price adjustment on the ground that an error has been made.

11. Basis of Acceptance

Tender assessment shall be conducted on “**overall**” basis. The Government will enter into Contract with only one (1) successful Tenderer for the Services. The Tender with the highest combined score as evaluated in accordance with the Marking Scheme will normally be recommended for award of Contract.

12. Award of Contract

12.1 The successful **Tenderer** will receive a letter notifying the conditional acceptance of its Tender, by fax or by post, from the Government (“**Letter of Conditional Acceptance**”) subject to the compliance with the following condition(s) precedent by the deadline specified by the Government therein and/or below:

- (a) payment of the Contract Deposit; and

(b) any other condition precedent as the Government may consider appropriate.

The Letter of Conditional Acceptance will lapse and be of no effect should the Tenderer fail to fulfil any of the above conditions and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

- 12.2 Upon and subject to the successful Tenderer having duly complied with the conditions referred to in Clause 12.1 above and such other conditions as may be specified in the Letter of Conditional Acceptance, a legally binding Contract in relation to the Services will be constituted between the Government and the successful Tenderer on the date of compliance with the conditions precedent. A copy of each of the documents constituting the Contract will subsequently be issued to the successful Tenderer together with the Memorandum of Acceptance signed by the Government for record.
- 12.3 Upon issuance of the Letter of Conditional Acceptance, unless the expiry date of the Tender Validity Period of the Tender of the successful Tenderer is a date which is two hundred and seventy (270) days or more after the date of the Letter of Conditional Acceptance, such expiry date must be automatically extended to the date which is two hundred and seventy (270) days from the date of the Letter of Conditional Acceptance.
- 12.4 Tenderers who do not receive any notification within the Tender Validity Period may assume that their Tenders are not accepted. Details of the selection result will be published in the Government Gazette which is available at the website: www.gld.gov.hk/egazette/.

13. **Offers to be Binding**

All parts of the Tenders submitted and offered by the Tenderer, if accepted by the Government, will be binding on the Tenderer.

14. **Negotiation**

The Government reserves the right to negotiate with any Tenderer the terms of its Tender and the terms and conditions of the Contract.

15. **Cancellation of Tender and Savings**

- 15.1 The Government reserves the right to cancel this Invitation to Tender or any part thereof without cause.
- 15.2 The Government is not obliged to accept the Tender with the highest combined score or any Tender.

16. **Cost of Tender Preparation**

All costs incurred by a Tenderer in association with the preparation, submission and revision of its Tender shall be borne by that Tenderer. Under no circumstances whatsoever shall the Government be responsible for or liable to any Tenderer for the costs and expenses incurred by it in preparing, submitting, revising and presenting their Tenders.

17. Contractor's Performance Monitoring

Tenderers are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account when their future tenders or quotations are evaluated.

18. Documents of Tenderers

Documents of unsuccessful Tenderers may be destroyed within four (4) months after the Commencement Date.

19. Consent to Disclosure

19.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer,

- (a) a brief description of the Services provided or to be provided by the successful Tenderer;
- (b) the Tenderer's price quotations, estimated reimbursement amount and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
- (c) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
- (d) the date of award of the Contract.

19.2 Nothing in Clause 19.1 above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever in relation to or concerning any Tenderer (successful or unsuccessful) or its Tender (whether or not the information is specified in Clause 19.1 above and including information recorded in whatever media) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):

- (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 Government (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 (including because of any disclosure under Clause 19.2(a) above);
- (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction;
- (e) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
- (f) without prejudice to the power of the Government under Clause 19.1 above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

20. Personal Data Provided

- 20.1 The personal data of any individual provided by the Tenderers in the Tenders will be used for the purposes of this Invitation to Tender, and all other purposes arising from or incidental to this Invitation to Tender including without limitation for the purposes of tenders evaluation, Contract award, and resolution of any dispute arising from this Invitation to Tender. If insufficient and inaccurate information is provided, the Tender may not be considered.
- 20.2 A Tenderer acknowledges and consents and has ensured that the relevant individual to whom the personal data relate has acknowledged and consented that the personal data provided in the Tender may be disclosed to other Government departments and other parties for the purposes mentioned in Clause 19.1 above.
- 20.3 The individual to whom the personal data belongs has the right of access and correction with respect to his personal data as provided for in Sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486).
- 20.4 Enquiries concerning the personal data collected by means of this Invitation to Tender, including requests for access and correction, should be addressed to Personal Data Privacy Officer of the Department.

21. Warning against Bribery

- 21.1 The offer of an advantage to any public officer 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 Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 21.2 The successful Tenderer 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 Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any 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.

22. Addendum

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Time. The addendum will be posted on website of the LD at www.labour.gov.hk. Tenderers are advised to check the said website from time to time for any issue of addendum and the contents thereof. Any supplementary information or tender addendum can also be viewed or downloaded from the website of the e-Tender Box.

23. Tenderer's Enquiry

- 23.1 Any enquiries from Tenderers concerning this Invitation to Tender shall be in writing and reach the address, email or fax number below at least five (5) working days prior to the Tender Closing Date:

Greater Bay Area Youth Employment Division
Labour Department
(Attn.: Labour Officer(Greater Bay Area Youth Employment)4)
Fax no.: 2512 2423
E-mail address: charlottepfcheung@labour.gov.hk
Address: Greater Bay Area Youth Employment Division
Labour Department
Room 1101, 11th Floor
14 Taikoo Wan Road, Taikoo Shing, Hong Kong

- 23.2 The Government is entitled to decide at its sole discretion whether or not to answer any enquiries or a part thereof. If answers are to be given, they will be placed on the website of LD at www.labour.gov.hk. The Government reserves the right to disclose in full or in part the contents of these enquiries and the answers given without the need to seek the prior agreement of the enquirers. The Government will not send any individual reply to enquiries.
- 23.3 After the Tender Closing Date and before the award of the Contract, Tenderers shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Documents or their submitted Tenders. Any Tenderer who fails to observe this requirement may render its Tender disqualified. The Government reserves the sole right to initiate any contact with the Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- 23.4 Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by the Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes

only. Such statement shall not be deemed to form part of these Terms of Tender and such statement or action will not alter or otherwise vary any of the terms or conditions as set out in the Tender Documents.

24. Warranty against Collusion

- 24.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 24.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 24.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix J titled as such) as part of its Tender.
- 24.3 In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 24.1 above or in Non-collusive Tendering Certificate submitted by it under Clause 24.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (a) reject the Tenderer's tender;
 - (b) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- 24.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 24.1 above or in Non-collusive Tendering Certificate submitted by it under Clause 24.2 above.
- 24.5 A breach by a Tenderer of any of the representations and/or warranties in Clause 24.1 above or in Non-collusive Tendering Certificate submitted by it under Clause 24.2 above may prejudice its future standing as a Government contractor or contractor.
- 24.6 The rights of the Government under Clauses 24.3 to 24.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

25. Complaints about Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that Contract is awarded properly and fairly. Any Tenderer who feels that its offer has not been fairly evaluated may write to the Commissioner for Labour. The complaint will be handled in an impartial and timely manner and will be referred to the approving authority or relevant tender boards for consideration if it relates to the tendering system or procedures followed. The **Tenderer** shall lodge the complaint before disposal of documents of the unsuccessful Tenderers which shall be four (4) months after the award of Contract.

26. Disclaimer

All information, statistics, forecasts, estimation and projections provided by the Government in connection with this Invitation to Tender (including those set out in the Tender Documents) (collectively “**Information**”) are for reference only. The Government gives no warranty, representation or undertaking as to their accuracy, reliability or completeness. The Government accepts no liability whatsoever for (a) the accuracy, completeness or reliability or otherwise of any such Information; and (b) any claim, legal proceeding, liability, loss (including any direct or indirect loss, and any loss of revenue, profit, business, Contract or anticipated savings) or damage (including any direct, special, indirect or consequential damage of any nature whatsoever); and (c) any increased costs and expenses, which any Tenderer or any other person may sustain or incur, arising from its reliance on any Information.

27. Government Discretion

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

28. New Information

A Tenderer should inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Documents. The Government reserves the right not to consider a Tenderer’s Tender further if the Tenderer’s continued ability to meet such requirements is in doubt.

29. Environmental Protection

- 29.1 Tenderers are encouraged to minimise the impact of their activities on the environment and to observe the general guidelines in Guidance Note GN-1 (Environmental Protection) at Appendix K to the Terms of Tender.

29.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:

- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
- (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
- (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

(For Paper-based Tendering, to be inserted into the envelope of “Technical Proposal”)
 (For Electronic Tendering, to be stored in a file named “Technical.doc” or
 in any other file name except “Price.doc”)

Appendix A – Information on the Tenderer and its Key Personnel

Tenderers are strongly advised to take note of the Essential Requirements in Clause 6 of the Terms of Tender, Service Specifications and the Marking Scheme before preparing this Appendix A. Tenderers may complete this Appendix in either English or Chinese.

- (1) **Name of the Tenderer** (*Tenderer must ensure that the name stated below be the same as the one stated in the Offer to be Bound form.*)

Chinese: _____

English: _____

- (2) **The Tenderer is** (*please “✓” where appropriate and attach the relevant documents as required in paragraph 3 of Appendix F to the Terms of Tender*)

Note: The documentary proof shall demonstrate the Tenderer complies with the Essential Requirement in Clause 6.1 of the Terms of Tender. Tenderers should note the consequence of non-compliance of an Essential Requirement as provided in Clause 6.3 of the Terms of Tender.

- a society registered or exempted from registration under the Societies Ordinance (Cap. 151) (Registration no.: _____)
- a company registered under the Companies Ordinance (Cap. 622) or Predecessor Companies Ordinance (Cap. 32) (Registration no.: _____)
- an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate (Please specify: _____)

- (3) **Is the Tenderer being recognised as approved charitable institution or trust of a public character and being exempted from tax under Section 88 of the Inland Revenue Ordinance?** (*please “✓” where appropriate*)

Yes

No

- (4) **Does the Tenderer have full power, authority and legal capacity to carry out all parts of the Services in the nine (9) GBA Mainland cities on the terms and conditions of the proposed Contract as required under Clause 6.1(d) of the Terms of Tender?**

(Please “✓” where appropriate and attach the relevant documents as required paragraph 3 of Appendix F to the Terms of Tender.)

Yes

No

(5) Registered Address

Chinese: _____

English: _____

(6) Website: _____

(7) Contact Person

Name: _____ Post title: _____

Telephone no.: _____ Fax no.: _____

Correspondence address: _____

Email address: _____

(8) Brief Description of the Background of the Tenderer

Please briefly describe the background of the Tenderer (e.g. date of establishment, objectives, history, the business name under GBA YES (if different from the Tenderer’s name in the Offer to be Bound), core activities, services provided and relevant expertise) in not more than 200 words.

(9) Qualification/Experience of Key Personnel

A Tenderer is required to submit the following information for evaluation of Tender; **otherwise, the Tenderer's Tender will not be considered further (see Clause 4.3(b) of the Terms of Tender).** Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets the relevant part of the Appendix A being referred to.

(i) Contract Manager

(a) Is the nominated Contract Manager employed in Hong Kong by the Tenderer and a full-time¹ employee of the Tenderer on the date of Tender submission?
(Please "✓" where appropriate.)

Yes

No

(b) Did the nominated Contract Manager, in the past five (5) years immediately preceding the Original Tender Closing Date, have at least two (2) aggregate years of work experience in supervising employment-related support services for Young Persons working in the nine (9) GBA Mainland cities? *(Please "✓" where appropriate and attach the relevant documentary proof.)*

Yes

No

Note: Please refer to Clause 6.2 of the Terms of Tender and the example set out therein on how the work experience will be calculated.

¹Employed to work for a minimum of forty-four (44) hours per week

- (c) Please indicate below the work experience of the nominated Contract Manager in supervising the provision of employment-related support services for Young Persons working in the nine (9) GBA Mainland cities in the past five (5) years immediately preceding the Original Tender Closing Date.

For experience gained by the nominated **Contract Manager**, Tenderer is required to fill-in the table below and provide documentary proof, for example, employment record(s) showing the name of employer, post title, employment period, managerial or supervisory responsibilities relating to the provision of employment-related support services for Young Persons, age of service recipient(s) of employment-related support services, for substantiation of the claims.

The list in the table below together with the documentary proof must demonstrate the Tenderer complies with the Essential Requirement in Clause 6.1(b) of the Terms of Tender. Tenderers should note that any non-compliance of an Essential Requirement will result in the Tender **not** being considered further.

Please provide the name of the nominated Contract Manager and fill-in the table below:

_____ (in Chinese) _____ (in English)

Employer	Post title	Employment period (dd/mm/yyyy – dd/mm/yyyy)	Work experience in supervising the provision of employment-related support services for Young Persons working in the nine (9) GBA Mainland cities (Yes/No)	Number of calendar days counted for accumulated experience in the period

			Total	days

(ii) Officer-in-Charge

- (a) **Is the nominated Officer-in-Charge employed in Hong Kong by the Tenderer and a full-time² employee of the Tenderer on the date of Tender submission? (Please “✓” where appropriate.)**

Yes

No

- (b) **Has the nominated Officer-in-Charge been awarded a bachelor’s degree or above? (Please “✓” where appropriate and attach the documentary proof on educational qualification(s).)**

Yes

No

- (c) **Did the nominated Officer-in-Charge, in the past five (5) years immediately preceding the Original Tender Closing Date, have at least eighteen (18) aggregate months of work experience gained in at least one (1) of the nine (9) GBA Mainland cities in providing employment-related support services for Young Persons working in the GBA Mainland cities, which must include (1) eighteen(18) months’ full-time work experience of independently handling enquiries and giving advice on issues related to the Employment Ordinance (Cap. 57) and employment laws in Guangdong Province; and (2) eighteen(18) months’ full-time work experience of organising group activities of recreational and educational nature in the Guangdong Province? (Please “✓” where appropriate and attach the relevant documentary proof.)**

Yes

No

² Employed to work for a minimum of forty-four (44) hours per week

- (d) Please indicate below the work experience of the nominated Officer-in-Charge gained in at least one (1) of the nine (9) GBA Mainland cities in providing employment-related support services for Young Persons working in the GBA Mainland cities in the past five (5) years immediately preceding the Original Tender Closing Date.

For experience gained by the nominated Officer-in-Charge, **Tenderer is required to fill-in the table below and provide documentary proof, for example, employment record(s) showing the name of employer, post title, employment period, responsibilities of providing employment-related support services for Young Persons, the age of service recipient(s) and/or employment-related support record(s) showing the service period and the age of service recipients, for substantiation of the claims.**

The list in the table below together with the documentary proof must demonstrate the Tenderer complies with the Essential Requirement in Clause 6.1(c) of the Terms of Tender. Tenderers should note any non-compliance with an Essential Requirement will result in the Tender **not** being considered further.

Please provide the name of the nominated Officer-in-Charge and fill-in the table below:

_____ **(in Chinese)** _____ **(in English)**

Employer	Post title	Employment period (dd/mm/yyyy – dd/mm/yyyy)	Work experience gained in at least one (1) of the nine (9) GBA Mainland cities in providing employment-related support services for Young Persons working in the GBA Mainland cities, which must include (i) eighteen(18) months’ full-time work experience of independently handling enquiries and giving advice on issues related to the Employment Ordinance (Cap.57) and employment laws in Guangdong Province; and (ii) eighteen (18)	Number of calendar days counted for accumulated experience in the period

			months' full-time work experience of organising group activities of recreational and educational nature in the Guangdong Province. (Yes/No)	
			Total	days

- END of Appendix A -

(如為紙張式投標，此附件須放入「技術建議」信封)
(如為電子投標，此附件須存放於名為「Technical.doc」或其他檔案名稱(「Price.doc」除外)的檔案)

附件 A – 投標者及主要職員的資料

投標者填寫附件 A 前，請務必留意「招標條款」第 6 條所列的必要規定、「服務規格」及評分標準。投標者可用中文或英文填寫本附件。

- (1) 投標者名稱 (必須與「應約履行」表格(即 Offer to be Bound)內提供的名稱相同)

中文：

英文：

- (2) 投標者是 (請於適當的空格內填上「✓」號，並夾附「招標條款」附件 F 第 3 段所要求的相關證明文件)

註：下列的資料連同所提交的證明文件，須能證明投標者已符合「招標條款」第 6.1(a)條所列的必要規定。投標者必須留意「招標條款」第 6.3 條內註明有關未能符合必要規定的後果。

- 根據《社團條例》(香港法例第 151 章)註冊或獲豁免註冊的社團(註冊編號：_____)
- 根據《公司條例》(香港法例第 622 章)或《前身條例》(香港法例第 32 章)註冊的公司(註冊編號：_____)
- 根據香港法例成立的法人團體
(請註明：_____)

- (3) 投標者是否根據《稅務條例》第 88 條獲豁免繳稅的認可慈善機構或慈善信託團體
(請於適當的空格內填上「✓」號)

是 否

- (4) 投標者是否符合「招標條款」第 6.1(d)條所列的必要規定，有能力、獲授權及法定資格在大灣區內地城市提供合約下的服務？(請於適當的空格內填上「✓」號，並夾附「招標條款」附件 F 第 3 段所要求的相關證明文件)

是 否

(5) 註冊地址

中文：

英文：

(6) 網址：**(7) 聯絡人**

姓名：

職銜：

電話號碼：

傳真號碼：

通訊地址：

電郵地址：

(8) 投標者的背景資料

請以不超過 200 字簡述投標者的背景（例如：成立日期、宗旨、歷史、於「大灣區青年就業計劃」下的營運名稱（如與「應約履行」內所列的投標者名稱不符）、主要從事的業務或服務、提供的服務，以及相關資歷）。

(9) 主要職員的資歷／經驗

投標者須提供以下資料作投標評分之用；否則其標書將不會獲進一步考慮（請參閱「招標條款」第 4.3(b)條）。如以下提供的空位不足以填寫所有資料，投標者可另紙書寫，並在附加的紙張上清楚註明有關資料是補充附件 A 的哪一部分。

(i) 合約經理

- (a) 獲提名的合約經理在投標時是否投標者的全職¹僱員？（請於適當的空格內填上「✓」號）**

是

否

- (b) 獲提名的合約經理是否在緊接原定截標日期前 5 年內，獲取至少 2 年管理或督導為在九個大灣區內地城市工作的香港青年（即「釋義(Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的工作經驗？（請於適當的空格內填上「✓」號）**

是

否

備註：請參閱「招標條款」第 6.2 條內所列如何計算工作經驗的例子。

- (c) 請於下列表格詳細列明，在緊接原定截標日期前 5 年內，獲提名的合約經理管理或督導為在九個大灣區內地城市工作的香港青年（即「釋義(Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的工作經驗的資料。**

獲提名的合約經理所獲得的相關服務經驗，須於下列表格內填報有關資料，並同時提供相關的證明文件，例如：工作證明文件（當中載有僱主名稱、職位名稱、就業期間、從事為香港青年（即「釋義(Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的相關管理或督導的工作職責、與就業有關的支援服務的對象的年齡）。

投標者於下表所提供的資料連同其所提交的證明文件，須能證明投標者已符合「招標條款」第 6.1(b)條所列的必要規定。投標者必須留意任何未能符合必要規定的情況將會導致標書不獲進一步考慮。

¹ 每星期受僱工作最少 44 小時

請提供獲提名的合約經理的姓名及填妥下列表格：

_____ (中文姓名) _____ (英文姓名)

僱主	職位名稱	就業期間 (日/月/年— 日/月/年)	管理或督導為在 九個大灣區內地 城市工作的香港 青年(即「釋義 (Interpretation)」 中所定義的 “Young Person”) 提供與就業有關 的支援服務的工作 經驗(是/否)	於該段期間 內，被計算為 累積經驗的曆 日數目
			總數	日數

(ii) 中心主管

- (a) 獲提名的中心主管在投標時是否投標者的全職²僱員？（請於適當的空格內填上「✓」號）**

 是 否

- (b) 獲提名的中心主管是否擁有學位或以上的學歷？（請於適當的空格內填上「✓」號並夾附相關學歷證明文件）**

 是 否

- (c) 獲提名的中心主管是否在緊接原定截標日期前 5 年內，獲取至少 18 個月在九個大灣區內地城市中其中最少一個城市為在當地工作的香港青年（即「釋義 (Interpretation)」中所定義的“**Young Person**”），提供與就業有關的支援服務的工作經驗，當中必須包括(1)18 個月獨立處理有關《僱傭條例》（第 57 章）及廣東省與就業相關法例的查詢及提供意見；及(2)18 個月在廣東省舉辦康樂及教育性質的團體活動？（請於適當的空格內填上「✓」號並夾附相關證明文件）**

 是 否

- (d) 請於下列表格詳細列明，在緊接原定截標日期前 5 年內，獲提名的中心主管在九個大灣區內地城市中其中最少一個城市為在當地工作的香港青年（即「釋義 (Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的經驗的資料。**

獲提名的中心主管所獲得的相關服務經驗，須於下列表格內填報有關資料，並同時提供相關的證明文件，例如：工作證明文件（當中載有僱主名稱、職位名稱、就業期間、從事為香港青年（即「釋義 (Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的工作職責、與就業有關的支援服務的服務對象的年齡），及/或與就業有關的支援服務紀錄（當中載有服務期及服務對象的年齡）。

投標者於下表所提供的資料連同其所提交的證明文件，須能證明投標者已符合「招標條款」第 6.1(c)條所列的必要規定。投標者必須留意任何未能符合必要規定的情況將會導致標書不獲進一步考慮。

²每星期受僱工作最少 44 小時

請提供中心主管的姓名及填妥下列表格：

_____ (中文姓名) _____ (英文姓名)

僱主	職位名稱	就業期間 (日/月/年— 日/月/年)	在九個大灣區內地城市中其中最少一個城市為在當地工作的香港青年(即「釋義(Interpretation)」中所定義的“ Young Person ”)提供與就業有關的支援服務的工作經驗,當中必須包括 (i) 18 個月獨立處理有關《僱傭條例》(第 57 章)及廣東省與就業相關法例的查詢及提供意見的全職工作經驗;及 (ii) 18 個月在廣東省舉辦康樂及教育性質的團體活動的全職工作經驗。 (是/否)	於該段期間內,被計算為累積經驗的曆日數目

			總數	日數

- 附件 A 完 -

**(For Paper-based Tendering, to be inserted into the envelope of “Technical Proposal”)
(For Electronic Tendering, to be stored in a file named “Technical.doc” or
in any other file name except “Price.doc”)**

Appendix B – Service Implementation Proposal

IMPORTANT NOTE :

Tenderers are strongly advised to take note of requirements under the Tender Documents, in particular, the Service Specifications and the Marking Scheme before preparing the Service Implementation Proposal in this Appendix B.

Please take note of the size and page limits as set out in Clause 4.2(c) of the Terms of Tender in preparing this Appendix B.

(Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets the relevant part of the Appendix B being referred to. **Tenderers may complete this Appendix B in either English or Chinese.**)

Name of the Tenderer (*Tenderer must ensure that the name stated below be the same as the one stated in the Offer to be Bound form.*)

Chinese: _____

English: _____

A. Management and Operation Plan

(1) Please provide in no more than 500 words the details on service implementation plan on how the organisation of talks as required in Clauses 9 to 11 of the Service Specifications will be carried out, which must include a description on Tenderer's established network of suitable speakers.

(2) Please provide in no more than 800 words the details on service implementation plan on the provision of telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service as required in Clauses 12 to 21 of the Service Specifications.

(3) Please provide in no more than 800 words the details on service implementation plan on how the organisation of group activities, visits to enterprises and small group activities as required in Clauses 22 to 27 of the Service Specifications will be carried out, which must include a description of Tenderer's established network of different large corporations in the Mainland that fall within the "Fortune China 500" in two (2) years immediately preceding the Original Tender Closing Date for organising the visits to enterprises. For the updated list of "Fortune China 500", please refer to the official website at www.fortunechina.com.

(4) Please provide in no more 500 words the details on service implementation plan on setting up/operating the scheme association and organising networking events as required in Clauses 28 to 29 of the Service Specifications.

(5) Service Centre

(a) Please list out below the name(s) and address(es) of the service centre(s) located in the GBA Mainland cities which are being operated by the Tenderer for providing employment-related support services for Hong Kong people working there on the date of Tender submission and state whether they are the proposed Service Centre(s) for provision of the Services for Young Persons participating in GBA YES. For detailed requirements of the Service Centre(s), please refer to Clauses 7 and 8 of the Service Specifications.

	Name of service centre in GBA Mainland cities being operated by the Tenderer for providing employment-related support services for Hong Kong people working there on the date of Tender Submission	Address of service centre	The proposed Service Centre for provision of the Services for Young Persons participating in GBA YES (Yes/No)
1.			
2.			
3.			

(b) Please list out below the name(s) and address(es) of the proposed Service Centre(s) located in the GBA Mainland cities to be operated by the Tenderer for provision of the Services for Young Persons participating in GBA YES which are not included in the table in 5(a) above.

	Name of Service Centre	Address of Service Centre in GBA Mainland cities
1.		
2.		
3.		

(c) Please provide in no more than 500 words the details of proposed Service Centre(s) operated by the Tenderer, as well as facilities of those Service Centre(s) and other service outlet(s) owned by or leased to the Tenderer (if any), for the provision of the Services for Young Persons participating in GBA YES.

B. Supervision Plan

Please provide in no more 800 words the details on the approach of and mechanism for staff supervision, monitoring of performance, training, staff communication channel and appraisal.

C. Quality Assurance Plan

Please provide in no more than 800 words the details on the approach to ensure service quality and remedy defects in performing the Services such as complaint handling mechanism, staff deployment plan, continuous quality improvement measures, administrative support and involvement of senior management in quality assurance.

D. Publicity Plan

Please provide in no more than 800 words the details on the publicity for the provision of Services pursuant to Clauses 11(c), 13(b), 23(b), 25(b), 27(b) and 29(b) of the Service Specifications and measures to promote GBA YES to eligible Young Persons.

E. Innovative Suggestions

1. Tenderers are encouraged to make Innovative Suggestion(s). All practicable Pro-innovation Proposals and ESG Proposals accepted by the Government shall form part of the Contract. Any failure to perform such Pro-innovation Proposals/ESG Proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the Contract. Please complete the table in paragraphs 3 and 4 below if such Pro-innovation Proposals and ESG Proposals are to be provided.

2. Please refer to Assessment Criterion 5(a) and Note 5 to the Marking Scheme for the details of the assessment of the Pro-innovation Proposals. Please refer to Assessment Criterion 5(b) and Note 5 to the Marking Scheme for the details of the assessment of the ESG Proposals. Tenderers, if selected, will be required to provide details of the Accepted Innovative Suggestion(s) implemented in the quarterly reports as prescribed by the LD pursuant to Clause 30 (where applicable) of the Service Specifications.

3. Please provide details on the Pro-innovation Proposals to be committed for the provision of Services for Young Persons participating in GBA YES.

	Proposed Pro-innovation Proposals and implementation details	Description of the improvements / benefits to the Services
1.		
2.		
3.		
4.		

4. Please provide details on the ESG Proposals to be committed.

	Proposed ESG Proposals and implementation details	Positive values and/or benefits to the Government or the public at large
1.		
2.		

3.		
4.		

- 5. The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender.

F. Experience in providing employment-related support services in the nine (9) GBA Mainland cities for Young Persons working in the GBA Mainland cities

Please provide below the number of years of Tenderer's experience in providing employment-related support services in the nine (9) GBA Mainland cities for Young Persons working in the GBA Mainland cities in the past five (5) years immediately preceding the Original Tender Closing Date (see Clause 6.2 of the Terms of Tender):

- For experience gained under GBA YES, Tenderer is only required to fill-in the table below, documentary proof for such experience is not required. Nonetheless, if the information provided in the table below is different from the records held by the LD, the Government may at its sole discretion request the Tenderer to provide documentary proof for substantiation of the claims or proceed to evaluate the Tender based on the records held by the LD.
- For experience gained from other services funded by other Government departments, organisations or schemes, **Tenderer is required to fill-in the table below and provide documentary proof, for example, service agreement(s) with organisation(s) showing the nature of the services, service period and the age of service recipients and/or employment-related support record(s) showing the service period and the age of service recipients, for substantiation of the claims.**

	Period in the past five (5) years immediately preceding the Original Tender Closing Date (dd/mm/yyyy – dd/mm/yyyy)	Total number of days in which relevant services were provided (counting by calendar days)	Title of the programme / scheme	Funded by (please provide the name of sponsoring institution or organisation)
	<i>e.g. 2/5/2023 – 1/5/2024</i>	<i>e.g. 365 days</i>	<i>e.g. GBA YES</i>	<i>e.g. Labour Department/ Social Welfare Department/ ABC Company Limited</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

- END of Appendix B -

(如為紙張式投標，此附件須放入「技術建議」信封)
(如為電子投標，此附件須存放於名為「**Technical.doc**」或其他檔案名稱(「**Price.doc**」除外)的檔案)

附件 B – 服務推行建議

重要通知：

投標者在填寫附件 B – 服務推行建議前，請務必留意載列於招標文件內的各項要求，特別是「服務規格」及評分制度。

填寫附件 B 時請留意「招標條款」第 4.2(c)條列明有關字型大小及頁數的規定。

(如以下提供的空位不足以填寫所有資料，投標者可另紙書寫，並在附加的紙張上清楚註明有關資料是補充附件 B 的哪一部分。投標者可用中文或英文填寫本附件。)

投標者名稱 (必須與「應約履行」表格 (即 *Offer to be Bound*) 內提供的名稱相同)

中文：

英文：

A. 管理及營運計劃

(1) 請以不多於 500 字闡述投標者按照「服務規格」第 9 至 11 條的要求舉辦講座的服务推行計劃書，當中必須包括投標者已建立可用以邀請合適主講者的網絡的描述。

(2) 請以不多於 800 字闡述投標者按照「服務規格」第 12 至 21 條的要求提供電話熱線、管理社交媒體群組、提供緊急支援、專業法律諮詢及輔導的服務推行計劃書。

(3) 請以不多於 800 字闡述投標者按照「服務規格」第 22 至 27 條的要求舉辦團體活動、研學交流及小組活動的服務推行計劃書，當中必須包括投標者與在緊接原定截標日期前 2 年內列入《財富》中國 500 強排行榜的不同大企業已建立的網絡，並可用以舉辦研學交流的描述。有關最新《財富》中國 500 強排行榜名單，請參考官方網站：www.fortunechina.com

(4) 請以不多於 500 字闡述投標者按照「服務規格」第 28 至 29 條的要求協助參加「大灣區青年就業計劃」的青年成立/營運計劃的協會及舉辦協會活動的服務推行計劃書。

(5) 服務中心

(a) 請於以下表格內列出在投標時由投標者在大灣區內地城市經營，用作為在當地工作的香港人提供就業有關的支援服務的服務中心，及說明它們是否建議用作為參加「大灣區青年就業計劃」青年提供支援服務的服務中心。有關對服務中心的規定，請參閱「服務規格」第 7 及 8 條。

	在投標時由投標者在大灣區內地城市經營用作為在當地工作的香港人提供就業有關的支援服務的服務中心名稱	服務中心地址	建議用作為參加「大灣區青年就業計劃」青年提供支援服務的服務中心 (是/否)
1.			
2.			
3.			

(b) 請於以下表格內列出由投標者在大灣區內地城市經營，建議用作為參加「大灣區青年就業計劃」青年提供支援服務而未有在上述第 5(a)部的表格中列出的服務中心。

	服務中心名稱	服務中心地址
1.		
2.		
3.		

(c) 請以不多於 500 字闡述上述由投標者經營的服務中心的詳情及設施，及其他由投標者擁有或租用的服務地點的設施（如有）。

B. 督導計劃

請以不多於 800 字闡述員工督導、工作表現監察、培訓、員工溝通渠道及評核的方法及機制。

C. 服務質素保證計劃

請以不多於 800 字闡述服務質素保證及改善缺失的措施，例如投訴處理機制、靈活人手調動安排、持續服務質素提升方法、行政支援及高級管理層參與監管服務質素。

D. 宣傳計劃

請以不多於 800 字闡述如何向參加「大灣區青年就業計劃」青年宣傳根據「服務規格」第 11(c)、13(b)、23(b)、25(b)、27(b)及 29(b)條提供的支援服務，及鼓勵合資格青年參加「大灣區青年就業計劃」的宣傳方法。

E. 創新建議

1. 政府鼓勵投標者提出創新建議。所有獲政府接納為可行的支持創新的方案，以及可改善「環境保護、可持續發展、企業管治或社會責任」的相關措施（「ESG 方案」），將構成合約的組成部分。如未能履行任何已獲接納的支持創新的方案或 ESG 方案，將被視為違反合約責任，而政府將有權根據現行處理違反合約責任的機制採取跟進行動，例如索償及／或終止合約。投標者如提出支持創新的方案及 ESG 方案，請填寫下文第 3 及 4 段的表格。
2. 有關支持創新的方案的評審標準，請參閱評分制度內的評審準則 5(a)及第 5 項須知。有關 ESG 方案的評審標準，請參閱評分制度內評審準則 5(b)及第 5 項須知。投標者如被揀選為「大灣區青年就業計劃」提供支援服務，必須按「服務規格」第 30 條（如適用）的規定，在遞交勞工處所指定的季度報告時，載列落實各項創新建議的詳細資料。
3. 請就為參加「大灣區青年就業計劃」青年提供的服務所承諾的支持創新的方案提供資料。

	支持創新的方案建議及執行細節	為支援服務帶來的好處及／或效益
1.		
2.		
3.		
4.		

4. 請就所承諾的 ESG 方案提供資料。

	ESG 方案建議及執行細節	為政府或市民大眾帶來的正面價值及／或好處
1.		

2.		
3.		
4.		

5. 政府可憑其絕對酌情權接納一項或多項由被揀選為「大灣區青年就業計劃」提供支援服務的投標者在其標書中遞交的創新建議。

- F. 投標者在九個大灣區內地城市為在當地工作的香港青年（即「釋義(Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務的經驗

請於下列表格詳細列明，在緊接原定截標日期前 5 年內，投標者在九個大灣區內地城市為在當地工作的香港青年（即「釋義(Interpretation)」中所定義的“**Young Person**”）提供與就業有關的支援服務經驗的資料（請參閱「招標條款」第 6.2 條）。

- 投標者在「大灣區青年就業計劃」下所獲得的相關支援服務經驗，只須於下列表格內填報有關資料，而無需提供相關的證明文件。然而，若投標者於下列表格內所填報的資料與勞工處的紀錄不符，政府可全權決定要求投標者提供相關證明文件或以勞工處備存的紀錄直接進行投標評分。
- 投標者由其他政府部門、機構或計劃資助提供的服務項目所獲得的相關支援服務經驗，須於下列表格內填報有關資料，並同時提供相關的證明文件，例如：與機構訂立的服務協議（當中載有服務性質、服務期及服務對象年齡的資料），及／或與就業有關的支援服務紀錄（當中載有服務期及服務對象的年齡）。

	於原定截標日期前的 5 年期間 (日/月/年 – 日/月/年)	提供有關服務的總日數	服務計劃名稱	受資助於 (請提供資助有關服務計劃的機構或團體名稱)
	例如： 2/5/2023 – 1/5/2024	例如： 365 日	例如： 大灣區青年就業計劃	例如： 勞工處／ 社會福利署／ ABC 有限公司
1.				
2.				
3.				
4.				
5.				

- 附件 B 完 -

**(For Paper-based Tendering, to be inserted into the envelope of “Price Proposal”)
(For Electronic Tendering, to be stored in a file named “Price.doc”)**

Appendix C – Price Proposal

Price Schedule

Tenderers may complete this Appendix in either English or Chinese.

Name of the Tenderer (*Tenderer must ensure that the name stated below be the same as the one stated in the Offer to be Bound form.*)

Chinese: _____

English: _____

Part A – Estimated Service Price

(a) Estimated Service Price for the first twelve (12)-month Contract Period

Item no.	Items	Estimated quantity (A)	Unit Price (HK\$) (B)	Estimated Service Price (i.e. A x B) (HK\$)
1.	Operating Service Centres pursuant to Clauses 7 and 8 of the Service Specifications	One (1)		
2.	Organising talks pursuant to Clauses 9 to 11 of the Service Specifications	One (1)		
3.	Additional talk as provided pursuant to Clause 10 of the Service Specifications	Three (3)		
4.	Providing telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service pursuant to Clauses 12 to 21 of the Service Specifications	One (1)		
5.	Additional session of professional legal consultation as provided pursuant to Clause 16 of the Service Specifications	Three (3)		
6.	Additional counselling session as provided pursuant to Clause 19 of Service Specifications	Three (3)		
7.	Organising each group activity as provided pursuant to Clauses 22 and	Seven (7)		

	23 of the Service Specifications			
8.	Organising each visit to enterprise as provided pursuant to Clauses 24 and 25 of the Service Specifications	Six (6)		
9.	Organising each small group activity as provided pursuant to Clauses 26 and 27 of the Service Specifications	Fifty (50)		
10.	Setting up/operating Scheme association pursuant to Clause 28 of the Service Specifications	One (1)		
11.	Organising each networking event as provided pursuant to Clauses 28 and 29 of the Service Specifications	Twelve (12)		
Sub-total				(a)

(b) Estimated Service Price for the second twelve (12)-month Contract Period

Item no.	Items	Estimated quantity (A)	Unit Price (HK\$) (B)	Estimated Service Price (i.e. A x B) (HK\$)
1.	Operating Service Centres pursuant to Clauses 7 and 8 of the Service Specifications	One (1)		
2.	Organising talks pursuant to Clauses 9 to 11 of the Service Specifications	One (1)		
3.	Additional talk as provided pursuant to Clause 10 of the Service Specifications	Two (2)		
4.	Providing telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service pursuant to Clauses 12 to 21 of the Service Specifications	One (1)		
5.	Additional session of professional legal consultation as provided pursuant to Clause 16 of the Service Specifications	Three (3)		
6.	Additional counselling session as provided pursuant to Clause 19 of Service Specifications	Three (3)		
7.	Organising each group activity as provided pursuant to Clauses 22 and 23 of the Service Specifications	Seven (7)		
8.	Organising each visit to enterprise as provided pursuant to Clauses 24 and 25 of the Service Specifications	Six (6)		
9.	Organising each small group activity	Fifty (50)		

	as provided pursuant to Clauses 26 and 27 of the Service Specifications			
10.	Setting up/operating Scheme association pursuant to Clause 28 of the Service Specifications	One (1)		
11.	Organising each networking event as provided pursuant to Clauses 28 and 29 of the Service Specifications	Twelve (12)		
Sub-total				(b)

Total Estimated Service Price = HK\$ _____ (i.e. (a) + (b) + estimated reimbursement amount being HK\$1,098,000¹)

Part B – Payment Timetable

Subject to the other provisions of the Contract, the Government shall pay the Contract Price to the Contractor by instalments for the latter's provision of Items 1, 2, 4 and 10 and the respective Unit Price for Items 3, 5 to 9 and 11 each time after such Item(s) of Services have been provided and accepted by the Government in writing in accordance with the Clause 7 of the Conditions of Contract.

- END of Appendix C -

¹ The estimated reimbursement amount is calculated by the ceilings of reimbursements for Items 7, 8, 9 and 11 multiplied by the respective estimated quantities of such Items.

(如為紙張式投標，此附件須放入「價格建議」信封)
(如為電子投標，此附件須存放於名為「Price.doc」的檔案)

附件 C – 價格建議

價格附表

投標者可用中文或英文填寫本附件。

投標者名稱 (必須與「應約履行」表格(即 Offer to be Bound)內提供的名稱相同)

中文：

英文：

第 A 部 - 預期服務價格

(a) 合約期首 12 個月期間的預期服務價格

項目號碼	項目	預期數量 (A)	單價 (港元) (B)	預期服務費 (即 A x B) (港元)
1.	根據「服務規格」第 7 及 8 條營運的服務中心	1		
2.	根據「服務規格」第 9 至 11 條提供的講座	1		
3.	根據「服務規格」第 10 條提供的額外講座	3		
4.	根據「服務規格」第 12 至 21 條提供電話熱線、管理社交媒體群組、提供緊急支援、專業法律諮詢及輔導服務	1		
5.	根據「服務規格」第 16 條提供的額外專業法律諮詢	3		
6.	根據「服務規格」第 19 條提供的額外輔導服務	3		
7.	每次根據「服務規格」第 22 及 23 條舉辦的團體活動	7		
8.	每次根據「服務規格」第 24 及 25 條舉辦的研學交流	6		
9.	每次根據「服務規格」第 26 及 27 條舉辦的小組活動	50		
10.	根據「服務規格」第 28 條協助參加「大灣區青年就業計劃」的青年成立／營運計劃的協會	1		
11.	每次根據「服務規格」第 28 及 29 條舉	12		

	辦的協會活動			
總額：				(a)

(b) 合約期第二段 12 個月期間的預期服務價格

項目號碼	項目	預期數量 (A)	單價 (港元) (B)	預期服務費 (即 A x B) (港元)
1.	根據「服務規格」第 7 及 8 條營運的服務中心	1		
2.	根據「服務規格」第 9 至 11 條提供的講座	1		
3.	根據「服務規格」第 10 條提供的額外講座	2		
4.	根據「服務規格」第 12 至 21 條提供電話熱線、管理社交媒體群組、提供緊急支援、專業法律諮詢及輔導服務	1		
5.	根據「服務規格」第 16 條提供的額外專業法律諮詢	3		
6.	根據「服務規格」第 19 條提供的額外輔導服務	3		
7.	每次根據「服務規格」第 22 及 23 條舉辦的團體活動	7		
8.	每次根據「服務規格」第 24 及 25 條舉辦的研學交流	6		
9.	每次根據「服務規格」第 26 及 27 條舉辦的小組活動	50		
10.	根據「服務規格」第 28 條協助參加「大灣區青年就業計劃」的青年成立／營運計劃的協會	1		
11.	每次根據「服務規格」第 28 及 29 條舉辦的協會活動	12		
總額：				(b)

總預期服務價格 = 港幣\$_____ (即 (a) + (b) + 港幣\$1,098,000 的預期實報實銷金額)

第 B 部 – 付款時間表

視乎其他合約條款，政府將根據「合約條款」第 7 條以分期付款的方式向承辦商支付就項目 1、2、4 及 10 提供的服務的合約價格，及逐次支付承辦商就項目 3、5 至 9 及 11 提供及已獲政府書面接納的服務的單價。

- 附件 C 完 -

¹ 預期實報實銷金額的計算方法是項目 7、8、9 及 11 的實報實銷金額上限乘以預期數量。

**Appendix D –
Form of Banker’s Guarantee
for the Performance of a Contract**

THIS GUARANTEE is made on the day of
by.....
of, a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (the “Guarantor”)

in favour of

The Government of the Hong Kong Special Administrative Region (the “Government”) of the other
part.

WHEREAS

(A) By an invitation to tender issued by the Government (Tender Ref.: LD PT 04/2024), the
Government invited tenders for a Contract for “Provision of Support Services for Young Persons
Participating in Greater Bay Area Youth Employment Scheme (GBA YES)” (“**Contract**”) upon the
terms and conditions of the Contract. Unless specified otherwise, capitalised terms used herein shall
bear the same meaning as ascribed to them in the Contract.

(B) It is proposed that the Contract shall be awarded to <Name of the Contractor>, a
company whose registered office is situated at <registered office address> (“**Contractor**”).

(C) It is a condition precedent to the Government agreeing to grant the Contract the
Contractor that, inter alia, the Guarantor executes this Guarantee in favour of the Government.

Now this Guarantee executed as a deed witnesses as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning
assigned to them under the Contract.

(2) In consideration of the Government’s acceptance of the bank named herein as the
Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of its obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, body corporate or society registered or exempted from registration under Societies Ordinance (Cap. 151) described as the “**Contractor**”, any change of its shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect on the date specified in the Letter of Conditional Acceptance (as defined in the Contract) issued by the Government in respect of the subject tender or such other date as may be directed and specified by the Government in writing Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

(b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China) and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the Greater Bay Area Youth Employment Division of the Labour Department at Room 1101, 11th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong, marked for the attention of the Commissioner for Labour, facsimile number 2512 2423;

(b) upon the Guarantor, at _____

_____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed _____.

(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused <its Common Seal/Seal to be hereunto affixed>* <its lawful attorney to execute this Guarantee as a deed>* the day and year first above written.

* The [Common Seal/Seal*] of the)
said)
Guarantor was hereunto affixed and)
signed)
by)
.....)
[Name & Title])
duly authorised by its board of)
directors in the presence of)

Name of witness:
Title of witness:
Signature of witness:

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
..... and deed of)
delegation)
dated)
by)
[Name & Title])
and in the presence of)

Name of witness:
Title of witness:
Signature of witness:

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Cap. 31)

Note : When banker’s guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

- END of Appendix D -

Appendix E – Reply Form for Tender Briefing

(Please reply to the Government **by email** at charlottepfcheung@labour.gov.hk or **by fax** at **2512 2423** before 6:15p.m. on 28 February 2025.)

To: Greater Bay Area Youth Employment Division
Labour Department

Name of the prospective
Tenderer: _____

Email address of the
prospective Tenderer: _____

Fax no. of the prospective
Tenderer: _____

We would like to inform you that we will have one / two / three / four * staff member(s) attending the briefing session to be held at 3:00p.m. on 3 March 2025 (Monday) at Multi-function Room of Youth Employment Start (Mong Kok), at Suites 8-11, Level 42, Office Tower, Langham Place, 8 Argyle Street, Mong Kok, Hong Kong.

**delete as appropriate (a maximum of four(4) persons are permitted to attend the briefing session)*

Name: (1) _____ (2) _____
(3) _____ (4) _____

Position: (1) _____ (2) _____
(3) _____ (4) _____

Tel. no.: (1) _____ (2) _____
(3) _____ (4) _____

Date: _____

Remarks: Four (4) representatives from each organisation will be automatically accepted without further notification.

- END of Appendix E -

Appendix F – Checklist for Submission of Tender

1. Tenderers are requested to check and ensure that all of the following proposals, documents and information are submitted with their Tenders. Tenderers shall note Clause 4.3 of the Terms of Tender that failure to submit the proposals, documents and information as stipulated therein (viz. items (i) to (iv) in the table below) before the Tender Closing Time will lead to the Tender **not** being considered further.

	Proposals, documents and information	Tick “✓” to confirm submission	Manner of submission	
			Paper-based Tendering	Electronic Tendering
(i)	(a) (for Paper-based Tendering) a duly signed Offer to be Bound in Part 5 of the Tender Form; or (b) (for Electronic Tendering) checked the box signifying the Tenderer’s agreement with Offer to be Bound in Part 5 of the Tender Form		one set of original and two sets of copies	checked the box signifying the Tenderer’s agreement with Offer to be Bound
(ii)	the duly completed Part 9 of Appendix A		one set of original and two sets of copies	one set of certified true copy
(iii)	a duly completed Service Implementation Proposal in the form of Parts A to D of Appendix B		one set of original and two sets of copies	one set of certified true copy (stored in a file named “Price.doc”)
(iv)	a Price Proposal with the unit price quotations for all Items in the Price Schedule of Appendix C duly completed		one set of original and two sets of copies	one set of certified true copy (stored in a file named “Price.doc”)

2. Tenderers must submit the documents and information requested in the Tender Documents or relevant to its Tender as stipulated in the table below before the Tender Closing Time or upon subsequent request.

	Proposals, documents and information	Tick “✓” to confirm submission	Manner of submission	
			Paper-based Tendering	Electronic Tendering
(i)	the technical information in the form of Appendix A with all parts (which have not been covered by item (ii) in paragraph 1 above) duly completed		one set of original and two sets of copies	one set of certified true copy
(ii)	a Service Implementation Proposal in the form of Appendix B with all parts (which have not been covered by item (iii) in paragraph 1 above) duly completed		one set of original, two sets of copies, a	one set of certified true copy

	Proposals, documents and information	Tick “✓” to confirm submission	Manner of submission	
			Paper-based Tendering	Electronic Tendering
			softcopy of Appendix B in Microsoft Word format stored in a CD-ROM	
(iii)	a Price Proposal in the form of Appendix C with all parts (which have not been covered by item (iv) in paragraph 1 above) duly completed		one set of original and two sets of copies	one set of certified true copy (stored in a file named “Price.doc”)
(iv)	a duly completed Statement of Compliance in the form of Appendix I		one set of original and two sets of copies	one set of certified true copy
(v)	a duly signed Non-collusive Tendering Certificate in the form of Appendix J			

3. For the other required proposals, documents and information as listed out below, the Government reserves the right to seek clarification or submission under Clause 4.6 of the Terms of Tender or evaluate the Tender on an “as is” basis.

	Proposals, documents and information	Tick “✓” to confirm submission	Manner of submission	
			Paper-based Tendering	Electronic Tendering
(i)	documentary proof showing that the Offer to be Bound in Part 5 of the Tender Form is duly executed by the Tenderer		in accordance with Clause 5.1(a) of the Terms of Tender	in accordance with Clause 5.1(b) of the Terms of Tender
(ii)	if the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Cap. 151), the written consent in the form of Appendix H duly completed by the Tenderer’s office-bearers who have signed the Offer to be Bound		one set of original and two sets of copies	one set of certified true copy
(iii)	Documentary proof and detailed information on the Tenderer’s experience in providing employment-related support services in GBA Mainland cities to Young Persons working in the GBA Mainland cities in the past five (5) years immediately preceding the Original Tender Closing		one copy	one copy

	Proposals, documents and information	Tick “✓” to confirm submission	Manner of submission	
			Paper-based Tendering	Electronic Tendering
	Date			
(iv)	Documentary proof and detailed information on the nominated Contract Manager’s work experience and documentary proof showing that the Contract Manager is a full-time employee of the Tenderer on the date of Tender submission as required under Clause 6.1(b) of the Terms of Tender		one copy	one copy
(v)	Documentary proof and detailed information on the nominated Officer-in-Charge’s qualification and work experience and documentary proof showing that the Officer-in-Charge is a full-time employee of the Tenderer on the date of Tender submission as required under Clause 6.1(c) of the Terms of Tender			
(vi)	Documentary proof and detailed information on the Tenderer’s full power, authority and legal capacity to carry out all parts of the Services in the nine (9) GBA Mainland cities on the terms and conditions of the proposed Contract as required under Clause 6.1(d) of the Terms of Tender			
(vii)	Documentary proof and detailed information on Tenderer’s operating at least three (3) physical service centres located in GBA Mainland cities which must include Shenzhen and Guangzhou for providing employment-related support services for Hong Kong people working in the GBA Mainland cities on the date of Tender submission as required under Clause 6.1(e) of the Terms of Tender			

4. Tenderers must take note of the following.

- (i) For Paper-based Tendering, a Tenderer shall put the duly completed Price Proposal in Appendix C (i.e. item (iv) in paragraph 1 and item (iii) in paragraph 2 above) inside the Price Proposal envelope clearly marked “Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES) – Price Proposal”. For all other documents and

information as mentioned in paragraphs 1 to 3 above, a Tenderer shall put them inside the Technical Proposal envelope clearly marked “Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES) – Technical Proposal”.

- (ii) A Tenderer shall insert both the Technical Proposal envelope and Price Proposal envelope into one single large sealed envelope clearly marked “Tender Reference: LD PT 04/2024 – Tender for the Provision of Support Services for Young Persons Participating in Greater Bay Area Youth Employment Scheme (GBA YES). All the envelopes must not bear any distinguishing matter, mark, or advertisement that indicates the identity of the Tenderer. The large sealed envelope containing both the Technical Proposal envelope and Price Proposal envelope shall be addressed to the “Chairman, Tender Opening Committee, Government Logistics Department.
- (iii) Total number of pages for Appendix B does not exceed 50 pages in A4 size paper for text (with margin not less than 25mm and character font size not less than 12).
- (iv) For Electronic Tendering, all documents and information other than the Price Proposal in Appendix C shall be included in the file of the Technical Proposal named “Technical.doc” or any other file name except “Price.doc”. The Tenderer must submit its Tender in accordance with the terms and condition of use of the PCMS and the e-Tender Box; and through the e-Tender Box through the use of any one type of digital certificates recognised by and uploaded to the e-Tender Box or through an Identification Code.
- (v) The above checklist is by no means exhaustive and is provided for Tenderers’ references only. Nothing in this checklist shall limit the Government’s absolute right to request any other information or supporting documents in connection with or arising out of this Invitation to Tender.

- END of Appendix F -

附件 F – 遞交標書備忘清單

1. 投標者須查核並確保連同下述建議、文件和資料遞交標書。投標者須留意「招標條款」第 4.3 段所述，如未能在截標時間前遞交下述建議、文件和資料（即以下表格第 (i) 至 (iv) 項），其標書將不獲進一步考慮。

	建議、文件及資料	請填上 「✓」確 認已遞交	遞交方式	
			紙張式投標	電子投標
(i)	(a) (如為紙張式投標) 填妥及已簽署投標表格第 5 部的「應約履行」(Offer to be Bound); 或 (b) (如為電子投標) 在示明投標者同意投標表格第 5 部「應約履行」(Offer to be Bound) 的方格內填上別號。		一份正本及兩份副本	在示明投標者同意「應約履行」的方格內填上別號
(ii)	已填妥附件 A 內第 9 部		一份正本及兩份副本	一份經核證真實副本
(iii)	已填妥附件 B 內 A 至 D 部的服務推行建議			
(iv)	已填妥附件 C 內價格附表上所有項目的單價報價		一份正本及兩份副本	一份經核證真實副本（存放於名為「 Price.doc 」的檔案）

2. 投標者必須根據招標文件的要求或因應與標書相關，於截標時間前或按政府後來提出的要求，遞交以下表格列明的文件及資料。

	建議、文件及資料	請填上 「✓」確 認已遞交	遞交方式	
			紙張式投標	電子投標
(i)	已填妥附件 A 內所有部分（上述第 1 段第(ii)項涵蓋範圍以外）所需的技術資料		一份正本及兩份副本	一份經核證真實副本
(ii)	已填妥附件 B 內所有部分（上述第 1 段第(iii)項涵蓋範圍以外）所需的服務推行建議		一份正本、兩份副本及儲存在唯讀光碟（CD-ROM）的電腦副本（Microsoft Word 格式）	一份經核證真實副本
(iii)	已填妥附件 C 內所有部分（上述第 1 段第(iv)項涵蓋範圍以外）		一份正本及兩份副本	一份經核證真實副本（存放於名為「 Price.doc 」的檔案）一份經

				核證真實副本
(iv)	已填妥的「符合規定聲明」(附件 I)		一份正本及兩份副本	一份經核證真實副本
(v)	已簽署「不合謀投標確認書」(附件 J)			

3. 有關其他列明在下表投標者須遞交的建議、文件和資料，政府保留權力根據「招標條款」第 4.6 段要求投標者作出澄清或遞交，或以「現狀」評審標書。

	建議、文件及資料	請填上 「✓」確認 已遞交	數量	
			紙張式投標	電子投標
(i)	投標表格第 5 部的「應約履行」(Offer to be Bound) 已妥善簽立的證明文件		根據招標條款第 5.1(a)段的要求	根據招標條款第 5.1(b)段的要求
(ii)	如果投標者為根據《社團條例》(香港法例第 151 章)註冊或獲豁免註冊的社團，由每位簽署了「應約履行」的幹事填妥及簽署的「披露個人資料同意書」(附件 H)		一份正本及兩份副本	一份經核證真實副本
(iii)	投標者在緊接原定截標日期前 5 年內，在大灣區內地城市為香港青年(即「釋義(Interpretation)」中所定義的“ Young Person ”)提供與就業相關的支援服務的經驗的證明文件及詳細資料		一份副本	一份副本
(iv)	有關招標條款第 6.1(b)段要求獲提名擔任合約經理的人士的工作經驗，及其在投標時為投標者的全職僱員的證明文件及詳細資料			
(v)	有關招標條款第 6.1(c)段要求獲提名擔任中心主管的人士的學歷及工作經驗，及其在投標時為投標者的全職僱員的證明文件及詳細資料			
(vi)	有關招標條款第 6.1(d)段要求投標者有能力、獲授權及法定資格在大灣區內地城市提供合約下的服務的證明文件及詳細資料			
(vii)	有關招標條款第 6.1(e)段要求投標者在投標時，在大灣區內地城市經營最少 3 間用作為在當地工作的香港人提供就業有關的支援服務的服務中心，當中必須包括在深圳及廣州經營的服務中心的證明文件及詳細資料			

4. 投標者必須注意以下事項。
- (i) 如為紙張式投標，投標者必須將已填妥附件 C 的價格建議（即上述第 1 段第(iv)項及第 2 段第(iii)項）放入價格建議信封，封面必須清楚註明：「招標編號：LD PT 04/2024 —為參加「大灣區青年就業計劃」受聘青年提供支援服務 – 價格建議」，並將所有其他在上述第 1 至 3 段內列明的建議、文件及資料，放入技術建議信封，封面必須清楚註明：「招標編號：LD PT 04/2024 —為參加「大灣區青年就業計劃」受聘青年提供支援服務 – 技術建議」。
 - (ii) 投標者必須將載有技術建議及價格建議的兩個信封，同時放入一個密封的信封，並在封面註明：「招標編號：LD PT 04/2024—為參加「大灣區青年就業計劃」受聘青年提供支援服務」。所有信封皆不可有任何記認、圖案或符號或廣告，使人能認出投標者的身分。於載有技術建議及價格建議兩個信封的大信封上須註明：「政府物流服務署開標委員會主席收」。
 - (iii) 附件 B 的總頁數不多於 50 頁 A4 紙張（文件的邊界不少於 25mm，而文字的字型大小須為 12 或以上）。
 - (iv) 如為電子投標，除附件 C 的價格建議外，所有其他遞交的建議、文件及資料須包括在技術建議的檔案內，檔案名稱應註明為「**Technical.doc**」或任何「**Price.doc**」以外的名稱。投標者遞交標書須按照使用採購及合約管理系統和電子投標箱的條款及條件；及透過電子投標箱且使用任何一種獲電子投標箱認可的數碼證書，並將之上載至電子投標箱；或使用識別代碼。
 - (v) 此備忘清單只供投標者參考。上表各項不一定已全面包括投標者在遞交標書前應要注意及檢查的事項。此外，此備忘清單及其內容並不限制政府就此招標邀請，而要求投標者提供其他資料及證明文件的絕對權利。

- 附件 F 完 -

Appendix G**Tender Evaluation Procedures, Criteria and Marking Scheme**

A technical to price weighting of 70:30 will be adopted for the Tender evaluation whereby price assessment will be conducted only after technical assessment. Without prejudice to other rights and powers of the **Government** under the Tender Documents, Tenders received will be evaluated in the following manner:

Stage 1 – Completeness Check on the Tender Offers Submitted

2. Tenders will be checked on whether the documents and the information required in Appendix F of the Terms of Tender have been submitted. Tenders which have passed this Stage will proceed to Stage 2 assessment.

Stage 2 – Essential Requirements Screening

3. Tenders that are considered valid in Stage 1 will be checked against the fulfilment of Essential Requirements. Tenders which have passed this Stage 2 will proceed to Stage 3.

Stage 3 – Technical Assessment

4. The maximum total technical marks are 100 and are divided into two (2) parts: (i) Part A on the assessment of the execution plan of the Tenderer is allocated a maximum mark of 85; and (ii) Part B on the assessment of the experience of the Tenderer is allocated a maximum mark of 15. **To qualify for a pass, a Tender must score at least a total of 17 marks for Assessment Criteria 1 to 4 in Part A**, which is 25% of the maximum mark of Assessment of Part A (i.e. excluding the marks reserved for Pro-innovation Proposals and ESG Proposals). Tenders which fail to score 17 marks for Assessment Criteria 1 to 4 in Part A will be disqualified and will **not** be considered further.

5. The submission of Appendix B to the Terms of Tender **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25mm and character font size not less than 12). Those pages that exceed the specified limit shall not be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be included in the counting of pages for this purpose.

No.	Assessment Criteria	Maximum marks (M)	Weighting (W)	Marks scored (M x W)
Part A Execution Plan				
1.	Management and Operation Plan			
	(a) Service implementation plan on how the operation of Service Centres and organisation of talks as required in Clauses 7 to 11 of the Service Specifications (i.e. Items 1 to 3 in the Price Schedule) will be carried out (See Note 1)	10		

No.	Assessment Criteria	Maximum marks (M)	Weighting (W)	Marks scored (M x W)
	(b) Service implementation plan on the provision of telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service as required in Clauses 12 to 21 of the Service Specifications (i.e. Items 4 to 6 in the Price Schedule) (See Note 1)	20		
	(c) Service implementation plan on how the organisation of group activities, visits to enterprises and small group activities as required in Clauses 22 to 27 of the Service Specifications (i.e. Items 7 to 9 in Price Schedule) will be carried out (See Note 1)	15		
	(d) Service implementation plan on setting up/operating the scheme association and organising networking events as required in Clauses 28 to 29 of the Service Specifications (i.e. Items 10 to 11 in Price Schedule) will be carried out (See Note 1)	10		
2.	Supervision Plan (See Note 2)	5		
3.	Quality Assurance Plan (See Note 3)	4		
4.	Publicity Plan (See Note 4)	4		
5.	Innovative Suggestions			
	(a) Pro-innovation Proposals – directly relevant to the Services (see Note 5)	13		
	(b) ESG Proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the Services (see Note 5)	4		
Sub-total for Part A (Passing mark for Assessment Criteria 1 to 4)		85 (17)		
Part B Experience of Tenderer (cap at 15%)				
6.	Aggregate number of years of experience in providing employment-related supported services for Young Persons in the nine (9) GBA Mainland cities (See Note 6)	15		
Sub-total for Part B		15		
TOTAL TECHNICAL MARK		100		

Explanatory Notes for Stage 3 – Technical Assessment

6. A Tender which has passed Stage 3 – Technical Assessment shall be considered as a “**conforming Tender**”. A maximum weighted technical score of 70 will be allocated to the conforming Tender with the highest total technical mark, while the weighted technical score for other conforming Tenders will be calculated by the following formula:

$$70 \times \frac{\text{Total technical mark of the conforming Tender being assessed}}{\text{The highest total technical mark amongst all conforming Tenders}}$$

7. All calculations of marks and scores will be rounded to the nearest two (2) decimal places during tender assessment (i.e. figures with value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place).

Note 1: for Assessment Criterion 1

- (a) Assessment on the service implementation plan for the operation of Service Centres and organisation of talks will be based on the number of proposed Services Centres and their facilities, comprehensiveness and diversity of the relevant topics of the talks in each twelve (12)-month period during the Contract Period committed by the Tenderer in Appendix B, work experience of the proposed speakers and the logistical arrangements.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Service centres and talks</u>
1	Four (4) or more service centres will be operated with three (3) or more facilities useful to the employment of the Scheme Participants in each centre. The talks will cover fifteen (15) or more different relevant topics with at least ten (10) proposed speakers having at least two (2) aggregate years of the required work experience in the Mainland in the five (5) years immediately preceding the Original Tender Closing Date. The plan is practical with detailed information on logistical arrangements and all of the required items.
0.75	The talks will cover twelve (12) or more different relevant topics with at least five (5) proposed speakers having at least two (2) aggregate years of the required work experience in the Mainland in the five (5) years immediately preceding the Original Tender Closing Date. The plan is practical with detailed information on logistical arrangements and all of the required items.
0.5	The talks will cover twelve (12) or more different relevant topics with all proposed speakers having at least one (1) aggregate year of the required work experience in the Mainland in the five (5) years immediately preceding the Original Tender Closing Date. The plan is practical with brief information on logistical arrangements and all of the required items.
0.25	The talks will cover ten (10) or more different relevant topics with all proposed speakers having at least one (1) aggregate year of the required

0 work experience in the Mainland in the five (5) years immediately preceding the Original Tender Closing Date. The plan is practical with brief information on logistical arrangements and all of the required items Less than three (3) service centres are proposed in the service implementation plan; the talks will cover less than ten (10) different relevant topics; not all proposed speakers have at least one (1) aggregate year of the required work experience in the Mainland; or the plan is impractical.

- (b) Assessment on the service implementation plan on the provision of telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service will be based on the effectiveness of the plan in meeting the performance requirements and objectives of rendering assistance to the Scheme Participants to resolve employment disputes or any problems they encounter in the workplace and daily life in the GBA Mainland cities.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Telephone hotline and social media chat group, emergency support, professional legal consultation and counselling service</u>
1	The proposed services/plan exceeds the basic service requirements in three (3) or more aspects and is practical and effective in fulfilling the objectives of the Services.
0.75	The proposed services/plan exceeds the basic service requirements in two (2) or more aspects and is practical and effective in fulfilling the objectives of the Services.
0.5	The proposed services/plan exceeds the basic service requirement in one (1) or more aspects and is practical and effective in fulfilling the objectives of the Services.
0.25	The proposed services/plan is practical and meets the service requirements.
0	The proposed services/plan is impractical; or does not fully meet the service requirements.

- (c) Assessment on the service implementation plan for the organisation of group activities, visits to enterprises and small group activities will be based on the diversity of the activities to be organised in each twelve (12)-month period during the Contract Period and effectiveness of the proposed services/plan in meeting the performance requirements and objectives of the Services. The objectives of the group activities and small group activities are to deepen Scheme Participants' understanding of the national development and assist them to build up personal network and peer support. The objectives of the visits to enterprises are to provide the Scheme Participants with the opportunities to learn from the senior management and successful entrepreneurs and thereby broadening their horizons.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Group activities, visits to enterprises and small group activities</u>
1	The proposed services/plan fully meets the objectives with seven (7) types of group activities and visits to six (6) different large corporations

- in the Mainland that fall within the “Fortune China 500” in recent two (2) years counting from the Original Tender Closing Date and effective measures in encouraging Scheme Participants to form small groups. The plan is practical with detailed information on all of the required items.
- 0.75 The proposed services/plan fully meets the objectives with at least six (6) types of group activities and visits to five (5) different large corporations in the Mainland that fall within the “Fortune China 500” in recent two (2) years counting from the Original Tender Closing Date and effective measures in encouraging Scheme Participants to form small groups. The plan is practical with detailed information on all of the required items.
- 0.5 The proposed services/plan fully meets the objectives with at least five (5) types of group activities and visits to four (4) different large corporations in the Mainland that fall within the “Fortune China 500” in recent two (2) years counting from the Original Tender Closing Date. The plan is practical with brief information on all of the required items.
- 0.25 The proposed services/plan is practical and meets the service requirements.
- 0 The proposed plan is impracticable; does not meet the objectives; or fails to provide information on any one of the items.
- (d) Assessment on the service implementation plan for setting up/operating the scheme association and organising networking events will be based on effectiveness of the proposed services/plan in meeting the performance requirements and objectives, which are to provide the Scheme Participants with the opportunities to build up personal networks and a continuous development platform for encouraging them to contribute to the society and integration of the GBA.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Setting up/operating scheme association and organising networking events</u>
1	The proposed services/plan exceeds the basic service requirements in three (3) or more aspects, with two (2) or more additional service(s) which are relevant and feasible, and is effective in fulfilling the objectives of the Services.
0.75	The proposed services/plan fully meets the service requirements with either two (2) or more additional service(s) which are relevant and feasible, or with two (2) or more aspects exceeding the basic requirements, and is effective in fulfilling the objectives of the Services.
0.5	The proposed services/plan fully meets the service requirements with either one (1) or more additional service(s) which are relevant and feasible, or with one (1) or more aspects exceeding the basic requirements, and is effective in fulfilling the objectives of the Services.
0.25	The proposed services/plan is practical and meets the service requirements.
0	The proposed plan is impracticable; does not meet the objectives; or fails to provide information on any one of the items.

Note 2: for Assessment Criterion 2

Assessment will be based on the effectiveness of the Tenderer's proposed approach of and mechanism for staff supervision, monitoring of performance, training, staff communication channel and appraisal.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Supervision Plan</u>
1	The proposed plan is practical and provides detailed information on all items.
0.75	The proposed plan is practicable and provides detailed information on two (2) items and brief information on the remaining item.
0.5	The proposed plan is practicable and provides detailed information on one (1) item and brief information on the remaining items.
0.25	The proposed plan is practicable and provides brief information on all items.
0	The proposed plan is impracticable; or fails to provide information on any one of the items.

Note 3: for Assessment Criterion 3

Assessment will be based on the effectiveness of the Tenderer's proposed approach to ensure service quality and remedy defects in performing the Services such as complaint handling mechanism, staff deployment plan, continuous quality improvement measures and involvement of senior management in quality assurance.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Quality Assurance Plan</u>
1	The proposed plan is practical with effective and feasible suggestions in five (5) areas.
0.75	The proposed plan is practical with effective and feasible suggestions in four (4) areas.
0.5	The proposed plan is practicable with effective and feasible suggestions in three (3) areas.
0.25	The proposed plan is practicable with effective and feasible suggestions in two (2) areas.
0	The proposed plan is impracticable; or fails to provide suggestions on any quality assurance measures.

Note 4: for Assessment Criterion 4

Assessment will be based on the effectiveness of the Tenderer's proposed Publicity Plan for the provision of Services pursuant to Clauses 11(c), 13(b), 23(b), 25(b), 27(b) and 29(b) of the Service Specifications and measures to promote the scheme to eligible Young Persons.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Publicity Plan</u>
1	The proposed plan is practical and provides detailed information on all

	items.
0.75	The proposed plan is practicable and provides detailed information on two (2) items and brief information on the remaining item.
0.5	The proposed plan is practicable and provides detailed information on one (1) item and brief information on the remaining items.
0.25	The proposed plan is practicable and provides brief information on all items.
0	The proposed plan is impracticable; or fails to provide information on any one of the items.

Note 5: for Assessment Criterion 5

Tenderers are encouraged to make Pro-innovation Proposals and propose ESG Proposals. Marks will be given as follows:

- (a) Pro-innovation Proposals which are considered directly relevant to, effective and practicable in improving the Services for Young Persons participating in GBA YES. The benefits that this type of Pro-innovation Proposals shall bring about are not pre-defined for tender assessment. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable. Tenderers may propose Pro-innovation Proposals, which may not necessarily be technology-related, bringing benefits in terms of any of the following:
- better quality of the Services for Young Persons participating in GBA YES;
 - boosting of Scheme Participants' satisfaction;
 - attracting more eligible Young Persons to join GBA YES and increasing its utilisation; and/or
 - any other benefits that can facilitate the operation of the Services for Young Persons participating in GBA YES.

Pro-innovation Proposals will be assessed in comparison to the conventional mode of service delivery adopted by the Government.

Assessment will be based on the number of Pro-innovation Proposals proposed by Tenderer(s) in Appendix B which are considered effective and practicable in improving the Services for Young Persons participating in GBA YES.

- (b) ESG Proposals will improve environmental protection, sustainability or governance or social responsibility in the execution of the Contract throughout the Contract Period. They may but need not be directly relevant to the Services but can bring about positive values or benefits to the Government or the public at large. Such positive values or benefits may include, inter alia, the following:
- environmental protection (e.g. reduction in energy consumption, use of renewable energy, such as solar energy, in the execution of the Contract, etc.);
 - social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the Contract, etc); and/or
 - governance.

Assessment will be based on the number of ESG Proposals proposed by Tenderer(s) in Appendix B which are considered effective and practicable in bringing about positive values or benefits to the Government or the public at large.

Marks will not be given to any Pro-innovation Proposal/ESG Proposal which a Tenderer will neither be capable of nor responsible for implementation.

For Pro-innovation Proposals meeting the requirements under (a) above, weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>No. of effective and practicable Pro-innovation Proposals in the proposed plan</u>
1	≥ 4
0.75	= 3
0.5	= 2
0.25	= 1
0	= 0

For ESG Proposals meeting the requirements under (b) above, weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>No. of effective and practicable ESG Proposals in the proposed plan</u>
1	≥ 4
0.75	= 3
0.5	= 2
0.25	= 1
0	= 0

A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a Tenderer specified the type of a suggestion under both Pro-innovation Proposals and ESG Proposals and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks under Pro-innovation Proposals and ESG proposals, it will be taken as scoring marks under Pro-innovation Proposals only. Furthermore, a Pro-innovation Proposal scores marks under one (1) Assessment Criterion will not earn marks again under the other Assessment Criteria.

Tenderers should highlight the proposed Pro-innovation Proposals and ESG Proposals and provide sufficient details on what benefits to which their proposed Pro-innovation Proposals and ESG Proposals can bring about and how they are to be implemented in Appendix B to facilitate tender evaluation.

Tenderers shall submit the following information for demonstrating the effectiveness and practicability of the Pro-innovation Proposals/ESG Proposals. Marks will not be given if the Tenderers only propose a concept without sufficient details. The information that shall be provided by the tenderers includes the following:

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

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

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

Note 6: for Assessment Criterion 6

Assessment will be based on the aggregate number of years of experience of the Tenderer in providing the employment related support services in the nine (9) GBA Mainland cities for Young Persons working there in the past five (5) years immediately preceding the Original Tender Closing Date.

Weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Aggregate number of years of experience in the past five (5) years immediately preceding the Original Tender Closing Date</u>
1	The Tenderer has five (5) years of experience in providing relevant services for Young Persons.
0.75	The Tenderer has at least four (4) years of experience in providing relevant services for Young Persons.
0.5	The Tenderer has at least three (3) years of experience in providing relevant services for Young Persons.
0.25	The Tenderer has at least (2) years of experience in providing relevant services for Young Persons.
0	The Tenderer does not have any experience in providing relevant services for Young Persons.

Stage 4 – Price Assessment

7. A Tender with **incomplete price information in the Price Proposal (Appendix C) will not be considered further.**

8. A maximum weighted price score of 30 will be allocated to the conforming Tender with the lowest Total Estimated Service Price while the weighted price score for other conforming Tenders will be determined by the following formula:

$$30 \quad \times \quad \frac{\text{The lowest Total Estimated Service Price amongst all conforming Tenders}}{\text{Total Estimated Service Price of the conforming Tender being assessed}}$$

Stage 5 – Calculation of Combined Score

9. The combined score of a conforming Tender will be determined by the following formula:

$$\text{Weighted technical score} + \text{weighted price score}$$

10. While the Tender with the highest combined score as evaluated in accordance with the Marking Scheme will normally be recommended for award of Contract, the Government is not obliged to accept the Tender with the highest combined score or any Tender.

- END of Appendix G -

**(For Paper-based Tendering, to be inserted into the envelope of “Technical Proposal”)
(For Electronic Tendering, to be stored in a file named “Technical.doc” or
in any other file name except “Price.doc”)**

Appendix H - Consent for Disclosure

I,[name of the office-bearer who signed the Offer to be Bound]....., am the office-bearer of[name of the society registered or exempted from registration under the Societies Ordinance (Cap. 151)]....., hereby authorise the Labour Department, to verify and/or to obtain information from the Police Licensing Office of the Hong Kong Police Force in respect of my registration as office-bearer for the above-mentioned society.

Signature of the office-bearer of the society : _____

Name of the office-bearer: _____

Hong Kong Identity Card number of the office-bearer: _____

Telephone number of the office-bearer: _____

Date: _____

- END of Appendix H -

(For Paper-based Tendering, to be inserted into the envelope of “Technical Proposal”)
(For Electronic Tendering, to be stored in a file named “Technical.doc” or
in any other file name except “Price.doc”)

Appendix I - Statement of Compliance

Name of Tenderer: _____

Note: # Please delete as appropriate.

(a) We, _____ [name of the Tenderer], confirm that the Services proposed to be offered do **comply in all respects** with the Service Specifications

(b) We, _____ [name of the Tenderer], confirm that the **Services** proposed to be offered by us on the terms of our Tender **do not comply with the Service Specifications** for the Services to the extent and in the manner as mentioned below.

Note: A Contractor who expressly indicates its non-compliance with any of the Essential Requirements in the Tender Documents will **not** be considered further.

- END of Appendix I -

(For Paper-based Tendering, to be inserted into the envelope of “Technical Proposal”)
(For Electronic Tendering, to be stored in a file named “Technical.doc” or
in any other file name except “Price.doc”)

Appendix J - Non-collusive Tendering Certificate

To: the Government

Dear Sir/ Madam,

1. We, (name of the Contractor) _____ of
(address(es) of the Contractor) _____

refer to the Government’s invitation to tender for the Contract (“**Invitation to Tender**”) and our Tender in response to the Invitation to Tender. Unless specified otherwise, capitalized terms used herein shall have the meaning as ascribed to them in the Tender Documents issued in respect of the Invitation to Tender

Non-collusion

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

and we undertake that we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which we have submitted our Tender, and such joint venture arrangement has already been notified to the Government in our Tender;
 - (c) our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of sub-contracting and beneficial ownership

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, we understand that we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in our Tender, including those which will be entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Government.
5. We understand that we are required to disclose our beneficial ownership to the Government.
(please enter "✓" in the appropriate box)
- (For a company other than a listed company or exempted company¹) We will disclose the significant controllers register, as defined in the Companies Ordinance (Cap. 622).
 - (For listed company) We are a listed company in Hong Kong and our corporate ownership has already been disclosed in the public domain.

¹An exempted company is one which is not required to keep a register of its significant controllers (see further Sections 653A (definition of "applicable company") and 653H of the Companies Ordinance (Cap. 622).)

- 6. We understand that the Government may request us to disclose further details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to the Government. We agree to disclose such details to the Government if so requested, subject to such requests being reasonable in the circumstances.

Consequences of breach or non-compliance

- 7. We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 24.1 of the Terms of Tender, the Government may exercise any of the rights under Clauses 24.3 to 24.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against us.
- 8. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is a serious anti-competitive conduct. We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on our Tender and our personal information.

Signed by an authorised signatory/office-bearer for and on behalf of the Tenderer :

Name of the authorised signatory/office-bearer :

Title of the authorised signatory (where applicable) :

Date :

- END of Appendix J -

**Guidance Note GN-1
(Environmental Protection)**

Contractors are encouraged to minimise the impact of their activities on the environment and to observe the following requirements in particular:

- Comply with all applicable legal and other requirements on environmental protection.
- Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environment-friendly alternatives where possible during your daily operations.
- Store properly all materials/chemicals to prevent any spillage and leakage.
- Minimise the production of solid waste and chemical waste.
- Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage. In particular, all chemical waste should be handled, stored and disposed of in accordance with the applicable legal requirements.
- Ensure proper and regular maintenance of all vehicles used for the purpose of conducting business, including controlling their noise and emissions.
- Minimise all air emissions and noise generation where practicable.
- Ensure all waste water is discharged in accordance with the applicable legal requirements.
- Reuse and recycle waste wherever possible.

PART 3 - CONDITIONS OF CONTRACT

1. Contract Period

- 1.1 The Contract shall commence on 2 May 2025 or a date specified by the Government in the Letter of Conditional Acceptance, whichever is later (“**Commencement Date**”) for twenty-four (24) months, subject to early termination and extension (“**Contract Period**”).
- 1.2 The Government may by serving on the Contractor at any time during the Contract Period an advance written notice of not less than thirty (30) days to extend such Contract Period for a period of not more than six (6) months on the same terms and conditions (except this Clause 1.2). The extended Contract Period commences immediately upon the expiry of the current Contract Period.
- 1.3 The Contractor must agree to the extension of the Contract made under Clause 1.2 above when the Government exercises its right to extend the Contract.

2. No Exclusive Rights to Contractor

The Government will not grant an exclusive right for the Contractor for the provision of the Services for Young Persons participating in GBA YES during the Contract Period and it may enter into similar Contracts with other third parties.

3. Sub-contracting

The Contractor shall seek prior written consent of the Government to assign, transfer, sub-contract or otherwise dispose of any of its rights, obligations or liabilities under the Contract, or any part share or interest therein. The Contractor should take proper measures to avoid defaults of its sub-contractors or permitted assignees or transferees, and their employees or agents.

4. Contractor’s Obligations and Contract Performance

- 4.1 The Contractor shall provide the Services as particularly provided in the Service Specifications and the Contract submission of the Tenderer as accepted (and modified where appropriate) by the Government and in accordance with the terms and conditions of the Contract to the satisfaction of the Government.
- 4.2 Without prejudice to the generality of Clause 4.1 above, the Contractor shall:
- (a) comply with all manuals, guidelines and instructions in relation to the Services issued by the Government from time to time;
 - (b) maintain proper records, including without limitation to case files, records of enquiries and emergency support, attendance of talks, professional legal

consultations, counselling, interviews, participation in activities organised by the Contractors and any other services provided by the Contractor for each and every Scheme Participant and such records shall be made available for inspection by the Government at all times; and

- (c) attend all meetings convened by the Government, advise and assist the Government on all matters, and provide such information relating to the provision of the Services as the Government may require.

4.3 The Contractor acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.

4.4 The Contractor acknowledges that the Government relies on the skill and judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract. Save to the extent expressly set out in the Contract, the Contractor does not expect, and the Contractor agrees that it is unnecessary for, the Government to do anything to facilitate or assist the Contractor's provision of the Services and the performance of its obligations under the Contract.

5. Inspection

5.1 The Services performed shall be subject to inspection and certification by the inspecting officer and/or the Government Representative for and on behalf of the Government.

5.2 All costs incurred by the Contractor in complying with this Clause 5 shall be borne by the Contractor and shall not be chargeable to the Government unless and to the extent otherwise expressly specified in the Price Schedule.

5.3 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, the Government may by notice in writing to the Contractor at any time require the Contractor to make good the failure or remedy the breach at its sole costs and expenses within such time as may be stipulated by the Government in a notice.

6. Contractor's Premises

Where the Services are carried out at the Contractor's premises, such premises shall be open to inspection by the Government at all reasonable times and the Contractor shall make any arrangements necessary for the inspection.

7. Payment of the Contract Price

7.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with all terms and conditions of the Contract and subject always to all and any set-off, deductions or withholding, the Government shall pay the Contractor the Contract Price in accordance with the payment timetable set out in Clause 7.5 below.

7.2 (a) Apart from the Contract Price, the Contractor may claim the Government for reimbursements for the goods and services procured by the Contractor for organising the group activities pursuant to Clauses 22 and 23 of the Service Specifications, visits to enterprises pursuant to Clauses 24 and 25 of the Service Specifications, small group activities pursuant to Clauses 26 and 27 of the Service Specifications and networking activities pursuant to Clauses 28 and 29 of the Service Specifications, subject to the following payment ceilings:

No.	Services	Ceilings for reimbursements
1.	Organising group activities pursuant to Clauses 22 and 23 of the Service Specifications	HK\$29,000
2.	Organising visits to enterprises pursuant to Clauses 24 and 25 of the Service Specifications	HK\$21,000
3.	Organising small group activities pursuant to Clauses 26 and 27 of the Service Specifications	HK2,000
4.	Organising networking activities pursuant to Clauses 28 and 29 of the Service Specifications	HK\$10,000

(b) The Contractor, if it wishes to claim for reimbursement, shall submit the claims for reimbursements in writing as substantiated by documentary proof, for example, quotations and invoices, to the Government after having organised each activity mentioned in this Clause 7.2 for the Government's consideration.

7.3 The Contractor shall not submit any claims for reimbursements to the Government for recovering the costs related to the functioning and management of business for providing the Services, which include without limitation to wages, leave pay and any entitlements under the Employment Ordinance (Cap. 57) and employment contracts for its staff members, any compensation payable under the Employees' Compensation Ordinance (Cap.282), costs for the employees' compensation insurance, transportation expenses, training expenses, Mandatory Provident Fund (MPF) contributions, costs for other insurance, office rent, utilities, office equipment and furniture, information technology service, telecommunication, tax, legal and accounting expenses and maintenance.

- 7.4 The Government reserves the right to reject any claims for reimbursements which are not substantiated by sufficient documentary proof.
- 7.5 The Government shall not have any obligation to pay the Contractor the Contract Price for the Services provided by the Contractor unless and until:
- (a) for Items 3, 5 to 9 and 11, the Unit Price in the Price Schedule for which shall be payable, each time after such Item(s) of Services have been provided and accepted by the Government in writing;
 - (b) for Items 1, 2, 4 and 10, the Contract Price for which shall be payable by instalment, the milestone to be achieved for an instalment to become payable as stated in the payment timetable below has been achieved as confirmed by the Government in writing:

Milestone	Amount of Contract Price for such Item
30 June 2025	The amount of each instalment is the respective Unit Price in the Price Schedule calculated in proportion to the percentage of the number of days of the relevant period over a twelve (12)-month period.
30 September 2025	
31 December 2025	
31 March 2026	
30 June 2026	
30 September 2026	
31 December 2026	
31 March 2027	
1 May 2027 or the last day of the Contract, whichever is later	

Whether sub-Clause (a) or (b) above is applicable, the Government shall pay the Contractor the Unit Price or instalment for such Services within forty-five (45) days after the date of receipt of the invoice or acceptance of such Services as aforesaid, whichever is later. The first and last days of the aforesaid forty-five (45) days' period mentioned above shall respectively be known as "**payable date**" and "**due date**".

- 7.6 Reimbursements shall be payable in lump sum within forty-five (45) days after the date of receipt of the invoice or approval of the claims for reimbursements, whichever is later.
- 7.7 Unless specifically stated in the Contract, apart from the Contract Price, no other money shall be payable by the Government to the Contractor or any other person under the Contract. Save as otherwise expressly provided for in the Contract, the Contractor shall perform, comply with and observe all provisions of the Contract and its obligations under the Contract at its own costs and expenses.
- 7.8 Without prejudice to Clause 7.7 above, the Contract Price shall be inclusive of all charges for provision of the Services (including all costs and charges for the Consents, and the Accepted Innovative Suggestions). For the avoidance of doubt, where an Accepted Innovative Suggestion does not concern any provision of the Services, all Contract Prices payable and/or having been paid under the Contract over the entire Contract Period shall be deemed to cover and shall have covered the charge for such Accepted Innovative Suggestion. No separate charges shall be payable. Save as

otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).

- 7.9 The Contractor shall invoice the Government for any payment of the Contract Price. In respect of the provision of the Services which has been accepted and that the Contract Price is payable in the manner specified in Clause 7.5 above, the Contractor shall deliver to the Government an invoice setting out the particulars of the Services provided (including the Unit Price), the amount of Contract Price payable for the Services after taking into account all applicable deductions, set-off and withholding, and such other information as the Government may require from time to time. Each invoice shall include all deductions, set-off and withholding which may be made pursuant to the terms of the Contract and shall show the net amount payable. If the Contractor does not render an invoice charging a correctly stated net amount due to its failure to take into account all appropriate deductions, set-off or withholding or otherwise, the Government may, but is not obliged to, pay the net amount which duly takes into account all appropriate deductions, set-off and withholding.
- 7.10 Notwithstanding any provision of the Contract, the Government is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by the Government to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
 - (b) the Contractor commits three (3) incidents of serious sub-standard performance provided in Clause 33 of the Service Specifications at any time during the Contract Period;
 - (c) the Government disputes on any reasonable ground its obligation to pay the amount in question;
 - (d) the Government has reasonable grounds to believe that the Contractor is or will be liable to the Government under any provision of the Contract for the loss or damage suffered by the Government; or
 - (e) withholding of payment is required by any applicable law or regulation for tax or otherwise.

Under the situations in (a) to (e) above, the Government may:

- (a) withhold the Contract Price in proportion to the percentage of any of the Services not performed until any remedy accepted by the Government has been made; or
 - (b) terminate the Contract with the Contractor immediately pursuant to Clause 13 below.
- 7.11 No payment made by the Government under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue,

or any remedy available, to the Government in respect of any breach of the Contract by the Contractor.

- 7.12 The Government shall not be held responsible or liable for any delay in payment and no interest or other surcharge or any other payment howsoever described shall be charged to the Government due to
- (a) invoices not having been issued in accordance with this Clause 7;
 - (b) the amount billed in the invoices not having been duly calculated in accordance with the provisions of the Contract (including without limitation not having taken into account all applicable deductions, set-off or withholding);
 - (c) the Contractor disputing any deductions or set-off or withholding made by the Government pursuant to the Contract; or
 - (d) any invoice or correspondence being improperly addressed contrary to the requirements stipulated in the Contract.

8. Illegal Workers

The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other contracts with the Government. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice in writing, terminate this Contract forthwith and the Contractor is not entitled to claim any compensation.

9. Probity

9.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its officers, employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Cap. 201), sections 17, 18D and 19 of the Theft Ordinance (Cap. 210) and section 161 of the Crimes Ordinance (Cap. 200); and
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

9.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The Contractor shall also caution its officers (including directors), employees and agents and sub-contractors

against soliciting or accepting any 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.

- 9.3 The Government shall have the right to terminate the entire Contract pursuant to Clause 13.1 below or partially terminate the Contract pursuant to Clause 13.5 below in the event that the Contractor or any of its officers, employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201), the Theft Ordinance (Cap. 210) or the Crimes Ordinance (Cap. 200).

10. Warranties and Representations

- 10.1 The Contractor warrants that throughout the continuance of the Contract:

- (a) it has full capacity and authority and all necessary licences, permits and consents to enter into the Contract and to provide the Services in accordance with the terms and conditions of the Contract and any other transactions to be entered into, or effected by it under the Contract;
- (b) each of the documents contained in the proposal submitted by the Contractor (where signing is required) has been duly executed by the Contractor in accordance with the laws of the place of its incorporation and, where applicable, the statute under which it is incorporated;
- (c) the entry into the Contract and the performance by the Contractor of its obligations under it will not conflict or result in breach of:
 - (i) any provision of its by-laws or constitution or the memorandum or articles of association, or other equivalent constitutional documents governing the Contractor, or
 - (ii) any contract or arrangement to which the Contractor is a party or by which the Contractor is bound, or
 - (iii) any order, judgment or decree of any court or government agency to which the Contractor is a party or by which the Contractor is bound, or
 - (iv) any applicable laws or regulations;
- (d) the Contractor shall perform the Services with all due diligence and in an impartial, timely and proper manner;
- (e) the Contractor and each Contract Manager, Officer-in-Charge, sub-contractor (if any) and any and every person employed, used or engaged by the Contractor shall have the necessary training, skill, experience, qualifications and expertise and shall use all the experience, skill, care and diligence in the conduct of the Services

and the discharge of all duties and obligations under the Contract as may be expected from a person who is an expert in providing service of a kind similar to the Services;

- (f) all information supplied, and statements and representations made by or on behalf of the Contractor in the proposal submitted to the Government and in the course of discharging the Services are true, accurate and complete;
- (g) the Contractor shall comply, and shall ensure each Contract Manager, Officer-in-Charge, sub-contractor (if any) and every person engaged by the Contractor will comply with all applicable laws and regulations in the conduct of the Services including but not limited to:
 - (i) 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 comply with the Employment Ordinance (Cap. 57), Employees' Compensation Ordinance (Cap. 282), Minimum Wage Ordinance (Cap.608); and
 - (ii) 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 the personnel, Government staff and others who may be affected by its performance of Services.
- (h) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (i) it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (j) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue;
- (k) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract;
- (l) the Contractor shall secure, obtain and maintain throughout the duration of the Contract all governmental or regulatory authorisations, approvals, permits or licences which may be required or necessary in connection with the provision of the Services and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licenses;

- (m) the provision of any of the Services by the Contractor does not and will not infringe any Intellectual Property Rights of any third party; and
 - (n) the Materials used by the Contractor in conducting the Services will not subject the Government or the Contractor to any claim for infringement of any proprietary rights or Intellectual Property Rights of any third party.
- 10.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 10.1 above and in other provisions of the Contract, and those made by the Contractor in its Tender for the Contract including all Schedules, during the evaluation of the Tender, and those from time to time made in the course of performance of the Contract, are collectively referred to as “warranties”, and each, a “warranty”.
- 10.3 Each of the warranties shall be separate and independent and, without prejudice to any other warranty and except where expressly stated otherwise, shall not be limited by reference to or inference from any other warranty or any other provision of the Contract.
- 10.4 The Contractor accepts and acknowledges that the Government is entering into the Contract strictly in reliance upon each of the warranties notwithstanding any knowledge (actual or constructive) of the Government or investigations which the Government or its agent or advisor may have made.

11. Intellectual Property Rights

- 11.1 All the Materials and all the Intellectual Property Rights in all the Materials shall be and shall remain the exclusive property of the Government and shall vest in the Government absolutely at the time when they are created.
- 11.2 If any materials of which the Intellectual Property Rights are owned by third parties and incorporated into the Materials or supplied or used by the Contractor in the performance of the Contract, the Contractor shall identify the third party materials to the Government and keep the Government informed in writing of such third party materials. The Contractor hereby grants or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title a royalty-free, non-exclusive, irrevocable, perpetual, worldwide and sub-licensable licence, for all purposes contemplated by the Contract, to use (including doing any of the acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Cap. 528)) the third party materials.
- 11.3 The Contractor undertakes to acquire all the requisite consents and licenses for the benefit of the Government for the use and reproduction of the licensed property incorporated in the Materials for any purposes for which the Government may in its absolute discretion use the Materials.
- 11.4 Upon request by the Government, and in the event of the expiration or termination of the Contract, the Contractor shall at its expense promptly deliver to the Government all the Materials and all copies of the Materials, then in the Contractor’s custody, control or possession.

- 11.5 The Contractor hereby waives and will procure all the authors concerned to waive all moral rights (as referred to in the Copyright Ordinance, Cap. 528) in the Materials and the licensed property, such waiver to operate in favour of the Government, its licensees, assigns and successors in title and to have effect upon the vesting of Intellectual Property Rights or the grant of the licence (as the case may be).
- 11.6 The Contractor shall ensure that no Intellectual Property Rights of any third parties have been or will be infringed as a result of the Services and shall indemnify the Government against any loss or damage which the Government may sustain or incur as a result of any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the Services or the use or possession at any time whether before or after the execution of the Contract of the Materials by the Government.
- 11.7 At the request of the Government, the Contractor shall, free of charge to the Government, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the Government to enable the Government to obtain, defend and enforce its rights in the Materials.
- 11.8 Clauses 11.1 to 11.8 shall survive the expiration or early termination of the Contract.

12. Liability and Indemnities

- 12.1 Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:
- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any negligence of the Government or any of its employees or agents or otherwise); or
 - (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the negligence of the Government or any of its employees (in the course of employment).
- 12.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of the Government, its assigns, successors-in-title, and authorised users (including the employees and agents of the Government) (each an "indemnified party") from and against:
- (a) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by an indemnified party of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
 - (b) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against an indemnified party or by an indemnified party against any person (regardless of whether or not they have

been settled or compromised) (collectively, “claims” and each a “claim”) and everything stated in Clause 12.2(a) above incurred or suffered by an indemnified party in all and any such claims,

which arise directly or indirectly as a result of or in connection with, or which relate in any way to, all or any of the following:

- (i) the breach of any provisions of the Contract by the Contractor;
- (ii) the negligence, recklessness, tortious acts or wilful act or omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any warranty which is incorrect, inaccurate, incomplete or misleading;
- (iv) any claim or allegation that the use or possession of the Materials or third party materials infringes the Intellectual Property Rights or any other rights of any person;
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority;
- (vi) any act or omission of the Contractor, or its employees, agents or sub-contractors, in the performance of the Contract notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;
- (vii) any loss, damage, injury or death referred to in Clause 12.1 above save and except injury or death caused by the negligence of the Government or any of its employees (in the course of employment); or
- (viii) any injury or death of any third party, or any loss or damage to property sustained by any third party, in consequence of any act, omission, default, or negligence of the Contractor or any of its employees, agents and sub-contractors.

Each of the above is separate and shall be construed independently and shall not prejudice or be limited by reference to or inference from the other of them or other provisions of this Contract.

12.3 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.

12.4 For the purposes of this Clause 12, “**negligence**” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

12.5 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

13. Termination of Contract

13.1 Without prejudice to any rights and claims of the Government under the Contract or otherwise at law, the Government shall be entitled to forthwith terminate the Contract by seven (7) days' written notice to the Contractor if any one event mentioned in the following paragraphs occurs:

- (a) the Contractor fails to comply with any of the requirements as stipulated in the Contract;
- (b) the Contractor commits three (3) incidents of serious sub-standard performance as specified in Clause 33 of the Service Specifications;
- (c) the Contractor (i) fails to carry out the whole or any part of the Services in accordance with any of the terms and conditions of the Contract; or (ii) in the case of a breach capable of being remedied, has failed to remedy the breach to the satisfaction of the Government within seven (7) days (or such longer period as the Government may, in his sole discretion, allow) of receipt of a notice to remedy from the Government; or (iii) is in breach of any provision of the Contract which in the opinion of the Government is not capable of remedy ;
- (d) any Services are rejected pursuant to the Contract;
- (e) a breach of any warranties or , or any warranty made or deemed to have been made by the Contractor to the Government in the Contract is false or misleading;
- (f) the has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (g) the Contractor abandons the Contract in part or in whole; or
- (h) the Contractor assigns or transfers or sub-contracts or purports to assign or transfer or sub-contract all or any part of the Contract without the prior written consent of the Government Representative for and on behalf of the Government; or
- (i) the Contractor is in breach of its undertakings in Clause 8 above;
- (j) the Contractor or any employee or agent or sub-contractor of the Contractor is convicted of the offence stipulated in Clause 9 above;
- (k) the Contractor is in breach of any provision of the Employment Ordinance (Cap. 57), Immigration Ordinance (Cap. 115), Employees' Compensation Ordinance (Cap. 282), Mandatory Provident Fund Schemes Ordinance (Cap. 485), Occupational Safety and Health Ordinance (Cap. 509), Minimum Wage Ordinance

(Cap. 608) or any other relevant legislation, including subsidiary legislation arising from the performance or attempted performance of this Contract;

(l) any event or circumstance occurs which enables the Government to terminate the Contract under any one of the following provision of the Contract:

- (i) Clause 22 (Contract Deposit)
- (ii) Clause 21 (Force Majeure); or
- (iii) Paragraph 24 of the Terms of Tender (Warranty against Collusion).

13.2 The Government may immediately terminate the Contract upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);
- (c) a petition is presented for the winding up or dissolution or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy or winding up or dissolution;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (g) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (h) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
- (i) the Government reasonably believes that any of the events mentioned above is about to occur.

13.3 Separate from the event mentioned in Clause 13.1(l)(ii) above and Clause 21 below where there is a Force Majeure Event, the Government may terminate the Contract in part or in whole pursuant to Clause 13.5 below. In case of partial termination of any part but not the whole of the Contract under this Clause 13.3 (including the partial

termination of the Contract in relation to one or more Items of the Services), the partial termination shall be referred to as “**Partial Termination due to FM**”.

13.4 Notwithstanding anything herein to the contrary, the Government may at any time during the Contract Period, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor no less than thirty (30) working days’ prior written notice of such suspension or termination. In the case of suspension, the written notice shall specify the period of the suspension (“**Suspension Period**”) and the scope of the suspension (viz., the Item(s) of the Services to be suspended, which may be all or any of the Items of the Services covered by the Contract) (“**Suspended Services**”). In case of partial termination of any part but not the whole of the Contract under this Clause (including the partial termination of one or more Item(s) of the Services), the partial termination shall be referred to as “**Partial Termination by Notice**”.

13.5 Instead of terminating the Contract in relation to all Items of the Services pursuant to Clause 13.1 or 13.2 above, the Government may elect, but is not obliged, to terminate the Contract in relation to any one or more Item(s) of the Services only (“**Partial Termination due to Default**”). The term “**Partial Termination**” may mean a “**Partial Termination due to FM**” or a “**Partial Termination by Notice**” or a “**Partial Termination due to Default**” and in each case a “**Partial Termination**”. The Item(s) of the Services to which a “**Partial Termination**” relates are referred to as “**Terminated Services**”. The “**Terminated Services**” may cover all or any Item(s) of the Services which have not been accepted up to the time of the “**Partial Termination**”.

14. Termination Consequences

14.1 Upon expiry or early termination of the Contract (howsoever occasioned) (“**Termination**”):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a Party prior to the **Termination**; and
 - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the **Termination** (however occasioned);
- (b) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect

or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;

- (c) without prejudice to the other rights and claims of the Government including the right to seek indemnity under Clause 12.2 of the Conditions of Contract, in the event of the **Termination** under Clause 13.1 or 13.2 of the Conditions of Contract, the Contractor shall be liable for all losses, damage, costs and expenses incurred by the Government arising from the **Termination** including without limitation (i) any amount in excess of the Total Estimated Service Price incurred by the Government in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (ii) any additional expenditure incurred by the Government in connection with a default by the Contractor referred to in Clause 13.1 or 13.2 of the Conditions of Contract. If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Contractor for the Services provided by the Contractor prior to **Termination** and in accordance with the Contract for which payment has yet to be made by the Government;
- (d) the Contractor shall immediately return to the Government all Government Property which is supplied or in respect of which access is granted to the Contractor by the Government for the purposes of or in relation to the Contract;
- (e) the Contractor shall provide all such assistance as the Government may request from time to time after the **Termination** to ensure an orderly and effective transition of the provision of the Services to the Government or another contractor to be appointed by the Government Representative and/or completion of any work-in-progress;
- (f) the Contractor shall within twenty-eight (28) days of the date of **Termination** compile and submit to the Government 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**; and
- (g) at the request of the Government, the Contractor shall enter into and perform all deeds of assignment, transfer or novation in favour of the Government or in favour of any person whom the Government may designate, for the assignment, transfer or novation of any contract, arrangement or other subject matter whatsoever (including without limitation licences in relation to any Intellectual Property Rights) on such terms and conditions as the Government may stipulate; and procure any other third party whom the Government considers necessary for effecting or perfecting such assignment, transfer or novation to enter into and perform any such deeds of assignment, transfer or novation.

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

14.2 Upon a **Partial Termination** pursuant to Clause 13.3 or 13.4 or 13.5 of the Conditions of Contract:

- (a) the provisions in the Contract to the extent they apply or concern or relate to the **Terminated Services** shall be of no further force and effect, but without prejudice to:
 - (i) the Government's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor;
 - (ii) the rights and claims which have accrued to a Party prior to the Partial Termination; and
 - (iii) the continued existence and validity of all remaining provisions of the Contract; and
- (a) all of the consequences specified in Clause 14.1 above (apart from Clause 14.1(a) above) shall apply save that (i) references to "**Termination**" shall mean "**Partial Termination**"; references to "**Services**" shall mean the "**Terminated Services**"; and (ii) for Clause 14.1(c), it shall apply to a **Partial Termination Due to Default**.

14.3 Upon the issue of a suspension notice pursuant to Clause 13.4 of the Conditions of Contract in relation to the **Suspended Services** for the **Suspension Period** specified therein ("**Suspension**"):

- (a) the Contract in relation to the **Suspended Services** shall be of no force and effect during the **Suspension Period** but subject to the same provisions set out in Clauses 14.1(a)(i) to (iii) above save that references therein to **Termination** shall mean **Suspension**;
- (b) the Contract in relation to the **Suspended Services** shall resume immediately upon expiry of the **Suspension Period** (or such other date as the Government may subsequently stipulate by varying the **Suspension Period** by serving at least fourteen (14) days' notice on the Contractor);
- (c) unless and to the extent waived by the Government Representative in writing, Clauses 14.1(b) and (e) shall apply in the case of a **Suspension** save that references therein to **Termination** shall mean **Suspension**;
- (d) the Government has no obligation to pay any outstanding Contract Price (or any part thereof) to the Contractor for any **Suspended Services** performed but unpaid as at the date when the **Suspension** comes into effect or at any time during the **Suspension Period**; and any such obligation shall only resume as the Contract resumes pursuant to Clause 14.3(b) above but strictly on and subject to the terms and conditions of the Contract; any Contract Price paid in advance of the **Suspension** need not be refunded; no Contract Price shall be payable during the **Suspension Period**; and

- (e) the Contractor shall not and has no obligation to perform its obligations in relation to the **Suspended Services** as at the date when the **Suspension** comes into effect or at any time during the **Suspension Period**; and save as directed by the Government in relation to any uncompleted part of the Contractor's obligations in relation to the **Suspended Services** as at the date of the **Suspension**, any such obligation will resume as the Contract resumes pursuant to Clause 14.3(b) above whereupon the Contractor shall resume its obligations in relation to the **Suspended Services** strictly on and subject to the terms and conditions of the Contract.

15. Confidentiality

15.1 The Contractor shall not disclose and shall treat as proprietary to the Government and confidential all Government Property, any other information, report, document, plan, record, data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), database, code or particulars (a) furnished or disclosed by or on behalf of the Government or by any other person to the Contractor; or (b) otherwise is accessible by or available to the Contractor in the course of performing the Contract; or (c) any Materials, advice, recommendations, reports or any other materials containing information belonging to the Government or specifically relating to or relevant to the Services provided to the Government (collectively "**Confidential Information**") in whatever form or media. The restrictions on disclosure contained in this Clause 15.1 shall not apply to the disclosure of any **Confidential Information** if:

- (a) such disclosure to any person employed, used or engaged by the Contractor in performing the Contract is made in circumstances where such disclosure is necessary in the reasonable opinion of the Contractor for the performance of the Contractor's duties and obligations under the Contract, provided that the Contractor has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the **Confidential Information** to a third party;
- (b) such **Confidential Information** is already known to the recipient other than as a result of disclosure by the Contractor or any other member of the Restricted Group; or
- (c) such **Confidential Information** is or becomes public knowledge other than as a result of disclosure by the Contractor;
- (d) such disclosure is made in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or
- (e) with the prior consent in writing of the Government.

15.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified each of the Government, its assigns successors-in-title and

authorised users from and against everything stated in Clauses 12.2(a) and 12.2(b) above which the Government (or any of its assigns or successors-in-title or authorised users) may suffer or incur directly or indirectly as a result of or arising from or in connection with or in relation to:

- (a) a breach of confidence (whether under the Contract or general law) by the Contractor;
- (b) 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 Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
- (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).

- 15.3 The Contractor shall use the **Confidential Information** solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use, disclose, publish or reproduce, and shall procure and ensure each person who may be imparted with any **Confidential Information** in accordance with Clause 15.1 above shall not use, disclose, publish or reproduce, the **Confidential Information** for any other purposes without the Government's prior written consent.
- 15.4 When requested by the Government, the Contractor shall forthwith require any of its officers or employees or agents or sub-contractors as the Government may stipulate, and such other persons to whom disclosure is made pursuant to Clause 15.1 above, to execute a written undertaking in favour of the Contractor and the Government in a form to be determined by the Government agreeing to the restrictions attached to the **Confidential Information** set out in this Clause 15 and the Contractor agrees to provide certified true copies of any such undertakings to the Government within fourteen (14) days from the date of request by the Government. The Contractor further agrees that, if so required by the Government, it will, at its own cost and expense, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by anyone who has executed such undertaking.
- 15.5 The Contractor shall establish and maintain all necessary security measures and procedures for the safe custody of the **Confidential Information** in the Contractor's possession or under its control and to prevent unauthorised access thereto or use thereof.
- 15.6 The Contractor shall not, save to the extent necessary for performing the Contract, peruse, retain possession or control of, or duplicate, any **Confidential Information** or any copy thereof (in whatsoever media or format).
- 15.7 The Contractor shall ensure that each of its 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 15 and the Official Secrets Ordinance (Cap. 521).

- 15.8 The Contractor shall promptly notify the Government of, and give the Government all reasonable assistance in connection with, any proceedings which the Government may institute against any person pursuant to any of the provisions in this Clause 15.
- 15.9 The Contractor acknowledges that any unauthorised disclosure or use of the **Confidential Information** can cause irreparable harm and significant injury to the Government, the degree of which may be difficult to ascertain or that damages may not be an adequate remedy. Accordingly, the Contractor agrees that the Government shall have the right to obtain and be immediately granted an injunction prohibiting any breach of this Clause 15 and/or specific performance ensuring the compliance of this Clause 15 in light of any threatened or actual breach of this Clause 15, without prejudice to its other rights and claims including those available under the Contract or at law arising from such breach.
- 15.10 Without prejudice to the generality of the foregoing provisions, the Contractor further undertakes that it will not at any time itself or through any associate or associated person or employee, sub-contractor or agent use, sell, license, sub-license, create, develop or otherwise deal in any **Confidential Information**.
- 15.11 The Government may request the Contractor in writing at any time that any **Confidential Information** disclosed pursuant to the terms of this Clause 15 and any copies, analyses, compilations and extracts thereof whether in hardcopies, 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 and medium. The Contractor shall comply with any such request from the Government within seven (7) days of receipt of such request.

16. Process Agent

Where the Contractor does not have a place of business in Hong Kong, the Contractor shall irrevocably appoint the person whose name, address and contact details, including telephone number, facsimile number and email address, are provided to the Government as its process agent to receive on its behalf service of process of any legal action or proceedings arising out of or in connection with the Contract in Hong Kong. Service upon the process agent shall be good service upon the Contractor whether or not it is forwarded to and received by the Contractor. If, for any reason, the process agent ceases to be or ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Contractor shall appoint a substitute process agent with an address in Hong Kong acceptable to the Government and to deliver to the Government a copy of the substitute process agent's acceptance of that appointment within thirty (30) days. In the event that the Contractor fails to appoint a substitute process agent, or fails to notify the Government of the name and address for service of that substitute process agent, it shall be effective service for the Government to serve the process upon the last known address in Hong Kong of the last known process agent for the Contractor notified to the Government notwithstanding that such process agent is no longer found at such address or has ceased to act or has ceased to be able to act.

17. Relationship of the Parties

- 17.1 Nothing herein shall be construed as in any way constituting a partnership, agency or joint venture between Government and the Contractor. Neither the Contractor nor any of its employees, agents, consultants and sub-contractors shall have power to bind the Government to any obligation whatsoever.
- 17.2 The Contractor enters into this Contract with the Government as an independent Contractor only and shall at all times remain as an independent Contractor throughout the Contract.
- 17.3 The Contractor shall not represent itself and shall ensure none of its employees, agents, consultants and sub-contractors will represent himself, as an employee, agent or servant or partner of the Government.

18. Policy of Insurance and Compensation

- 18.1 The Contractor shall effect and keep in force, and renew upon expiry, the personal accident insurance policy(ies) with an insurance company authorised in the Mainland cities where the Services are provided for Scheme Participants participating in the group activities pursuant to Clauses 22 and 23 of the Service Specifications, visits to enterprises as pursuant to Clauses 24 and 25 of the Service Specifications, and in other deserving circumstances, on such terms and conditions as shall be approved by the Government.
- 18.2 The Contractor shall effect and keep in force, and renew upon expiry, throughout the Contract Period an insurance policy with an insurance company authorised in the Mainland cities where the Service Centres are operated on such terms and conditions as shall be approved by the Government. The insurance policy in this Clause shall be comparable with a public liability insurance policy effective in Hong Kong subject to a maximum indemnity amount in the sum of not less than an indemnity amount of HK\$10,000,000 for each claim or a series of claims arising from one event, but otherwise unlimited in the aggregate indemnity amount for all claims arising during the entire period of insurance against liability to pay damages and compensation for injury or death of any person and loss or damage to any property.
- 18.3 Before taking out the insurance policy mentioned in Clauses 18.1 and 18.2 above, if required by the Government, the Contractor shall submit the draft insurance policy to the Government for review no later than one (1) week after the date of request from the Government.
- 18.4 Without prejudice to Clauses 18.1 to 18.3 above, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable laws and regulations.
- 18.5 If required by the Government, the Contractor shall deliver to the Government copies of all insurance policies required under the Contract together with receipts or other evidence of payment of the latest premium due under the policies.

- 18.6 For all insurance policies required under the Contract, the Contractor shall comply with and observe duly and punctually all terms and conditions set out in these policies. The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim covered by the relevant insurance policy.
- 18.7 If the Contractor fails to give effect to or maintain any insurance policy required under the Contract, the Government may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 18.8 No provision including any indemnity limit specified in any insurance policy required under the Contract shall relieve the Contractor of any liability under the Contract or be construed as a cap on the liability of the Contractor under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

19. Publicity

- 19.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- 19.2 Subject to Clause 19.1 above, the Contractor shall submit to the Government Representative for approval all the proposed advertising or other publicity materials relating to the Contract, the Services or other services provided or the products supplied or other work done in connection with the Contract wherein the Government's or the Department's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- 19.3 Notwithstanding any consent or approval given under Clause 19.1 or 19.2 above, whenever required by the Government, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor must comply with such request.

20. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 10% of the total original cost as an administrative charge, together as and for liquidated damages and not as a penalty. A count of the equipment, articles or materials in the possession of the Contractor shall be made at any time by the Government and the Contractor shall render such assistance as is necessary for this purpose.

21. Force Majeure

- 21.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify the Government in writing concerning such matter and provide the Government with all relevant information as the Government may request.
- 21.2 Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Contractor shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- 21.3 Provided the Government is satisfied with the Contractor's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Government and Contractor ("**Suspension due to Force Majeure**"). Where the **Government** is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no **Suspension due to Force Majeure**. The Contractor may not allege or claim any event as a Force Majeure Event. Any failure by the Contractor to perform any obligation under the Contract shall be treated as default and entitles the Government to terminate the Contract under any applicable sub-clause of Clause 13.1 or Clause 13.2 above or partially terminate the Contract under Clause 13.5 above.
- 21.4 Without prejudice to the generality of Clause 21.3 above, whilst the **Suspension due to Force Majeure** subsists:
- (a) the Contractor shall not be required to perform any part of its obligations under the Contract strictly to the extent it is materially prevented from doing so by the Force Majeure Event ("**Affected Obligations**") but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the **Affected Obligations**;
 - (b) the Government may make alternative arrangements for the performance of the **Affected Obligations**, whether by another person or otherwise, without compensation to the Contractor;
 - (c) the Contractor shall not be entitled to any payment of money in respect of the **Affected Obligations** (if any money would have been payable in the first place);
 - (d) notwithstanding anything in the Contract to the contrary, no compensation shall be payable by either party of the Contract the other due to any losses or damage arising from the **Suspension due to Force Majeure**; and
 - (e) the Contractor shall continue to fully and punctually perform and observe all of its other obligations which are not affected by the **Force Majeure Event** in full

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

- 21.5 Following the issue of a notice by the Contractor under Clause 21.1 above which has led to **Suspension due to Force Majeure** under Clause 21.3 above, the Contractor shall keep the Government informed once every week or at such longer frequency as may be allowed by the Government, and in any event from time to time upon the request of the Government, of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Contractor from performing the **Affected Obligations**;
 - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event ("**Mitigation Actions**"); and
 - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 21.6 As soon as the relevant Force Majeure Event has terminated or otherwise that the Government considers that the **Mitigation Actions** have minimised the effect of the Force Majeure Event on the ability of the Contractor to perform the **Affected Obligations**, the Contractor shall forthwith notify the Government, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate date for resuming the performance of the **Affected Obligations** ("**Resumption Date**"). The Contractor shall immediately after the termination of the Force Majeure Event or with effect from resumption date as determined by the Government in the aforesaid manner, resume performance of the **Affected Obligations** in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate resumption date, the Government's decision shall be final in the absence of manifest error.
- 21.7 Should a **Suspension due to Force Majeure** subsist for more than thirty (30) days, the Government shall be entitled to, but is not obliged to, terminate the Contract (whether in whole or in part) pursuant to Clause 13.3 above (depending on the election of the Government).

22. Contract Deposit

- 22.1 The Government shall (without prejudice to any other rights and remedies of the Government) have the right to deduct from the Contract Deposit and in the event that the Contract Deposit is paid by way of a banker's guarantee without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government, to demand payment under the banker's guarantee, in or towards

- satisfaction or discharge of any liability or sum owing by the Contractor to the Government under the Contract.
- 22.2 If any amount is due or payable by the Contractor to the Government under the Contract, the Government may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable, irrespective of whether or not a demand for payment has been made against the Contractor.
- 22.3 If any sum of money is paid to the Government from the Contract Deposit or under the banker's guarantee (as the case may be), the Contractor shall, within twenty-one (21) days of the date of such payment, deposit a further sum, reinstate the level or extent of the banker's guarantee, or procure the reissue of the banker's guarantee for the full amount before such deduction.
- 22.4 Where the total Contract Price payable for all Services to be procured under the Contract for the whole of the Contract Period is likely to exceed the original Total Estimated Service Price, the Government may, by written notice to the Contractor, require the Contractor to submit to the Government such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the Contract Period be an amount equivalent to two percent (2%) or the percentage specified in the Terms of Tender, if any, whichever is the higher, if the Contractor failed in the financial assessment under Clause 7.5 of the Terms of Tender in the tender evaluation stage, of the revised Total Estimated Service Price specified by the Government in the notice.
- 22.5 If a notice is issued by the Government under Clause 22.4 above, the Contractor shall within twenty-one (21) days deliver to the Government the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Clause 7.5 of the Terms of Tender. A further Contract Deposit paid by the Contractor to the Government shall form part of the Contract Deposit.
- 22.6 If the Contractor fails to comply with Clause 22.4 or 22.5 above, the Government shall have the right to terminate the entire Contract pursuant to Clause 13.1 above or partially terminate the Contract pursuant to Clause 13.5 above, depending on the election of the Government.
- 22.7 Upon the expiry or termination of the Contract Period:
- (a) if the Contract Deposit is paid in cash, the Government shall, after deducting the sums due from the Contractor to the Government, return the balance of the Contract Deposit (if any) in cash, and without interest to the Contractor by the date specified in (i) or (ii) below, whichever is applicable:
 - (i) the end of three (3) months counting from the date of early termination or expiry of the Contract Period; or
 - (ii) in the case if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights

and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing).

- (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with the guarantee period as stated therein.

(the applicable period specified in sub-Clause (a) or (b) above is referred to as the "**Guarantee Period**".)

- 22.8 Where upon expiry of the **Guarantee Period**, any claim of the Government or any liability of the Contractor, whether under or arising from or in relation to the Contract cannot yet be quantified or finalised, the Government may, without prejudice to its other rights and remedies, pay the entire Contract Deposit or any part thereof (whether in cash or in banker's guarantee) into a suspense account, for so long as it considers necessary, and pending the quantification or finalisation of the amount of the claim or liability. Upon quantification or finalisation of the amount of all or any claims or liabilities, the Government shall apply the amount in the suspense account in or towards satisfaction of the quantified amount. Where there is any remaining amount in the suspense account after such application, the Government will return the remaining amount to the Contractor without interest. Where the amount in the suspense account is insufficient to cover all or any claims or liabilities, the Government reserves all rights and remedies against the Contractor in respect of such claims and liabilities.

23. Further Assurance

The Contractor shall at its own costs and expenses do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to all and any provisions of the Contract, and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

24. Disclosure of Information

- 24.1 The Contractor hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as the Government considers fit:
- (a) a brief description of the Services provided or to be provided by the Contractor;
 - (b) the Contract Price, reimbursement amount, Total Estimated Service Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
 - (c) the engagement by the Government of the Contractor under the Contract and the name and address of the Contractor; and

(d) the date of award of the Contract.

- 24.2 Disclosure may also be made by the Government under any of the circumstances specified in Clause 19.2 of the Terms of Tender in relation to any information concerning or relating to the Contractor or the Contract or the Services or the Materials, recorded in whatever media.
- 24.3 Nothing in this Clause 24 or in Clause 19.2 of the Terms of Tender shall imply or be construed that the Government owes any duty of confidentiality to the Contractor including without limitation in relation to any information of or concerning this Contract or the Contractor or the Services or the Materials.

25. Entire Contract and Amendment

- 25.1 The Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties hereto for and on its behalf.
- 25.2 Save and to the extent expressly provided for in the Contract which enables the Government to on its own make such supplement or amendment to the Contract pursuant to such provision, no variation of the Contract shall be valid unless it is in writing and signed by each of the Government and the Contractor.

26. Waiver

Time shall be of the essence of the Contract but no failure or delay by the Government to exercise or in exercising any right, power or remedy under the Contract or in law or in equity shall operate as a waiver of such right or remedy or preclude the exercise of any other right or remedy; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof. Without limiting the fore-going, no waiver by the Government of any breach by Contractor of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of that or any other provision of the Contract. The rights, powers and remedies of the Government under the Contract are cumulative and not exclusive of any rights, powers or remedies which it may have at law.

27. Severability

In the event that any provision of the Contract or any part of any such provisions is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law of Hong Kong, such provision or such part of such provision, as the case may be, to but only to the extent required by such law, shall be severed from the Contract and rendered ineffective so far as possible

without in any manner affecting the legality, validity or enforceability of the remaining provisions of the Contract, all of which shall continue in full force and effect.

28. Contractor's Performance

The Contractor should note that its subsequent performance will be monitored and may be taken into account when its future tenders or quotations are evaluated.

29. Notices

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

To the Contractor: at the address, facsimile number or email address as specified in Parts 5 and 7 of Appendix A to the Terms of Tender.

To the Government: Greater Bay Area Youth Employment Division (GBA YES)
Labour Department
Room 1101, 11th Floor, 14 Taikoo Wan Road,
Taikoo Shing, Hong Kong

Attn.: Commissioner for Labour

Facsimile number: 2512 2423

29.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 29.1 above and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
- (b) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting;
- (c) if sent by facsimile during normal business hours on a working day, when despatched 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; or
- (d) if sent by email during normal business hours on a working day, upon despatch unless the sender has received a non-delivery notification from his own computer system.

- 29.3 Notice, demand, invoice, correspondence or other communication to the Contractor from the Government in the prescribed manner specified in Clause 29.2 above (whether from a Government Representative of the department specified in Clause 29.1 above) shall be deemed to have been served provided that the notice, demand, invoice, correspondence or other communication has been sent to the correct applicable contact of the Contractor as specified in Parts 5 and 7 of Appendix A to the Terms of Tender.
- 29.4 Notice, demand, correspondence or other communication to the Government shall be to the applicable contact(s) as specified in Clause 29.1 above (as the same may from time to time be revised) depending on the subject matter to which it relates.
- 29.5 Nothing in this Clause 29 shall affect the validity of any notice, demand, invoice or communication despatched by personal delivery or by fax or by email outside normal business hours whether on a working day or a non-working day. Any such notice, demand, invoice, correspondence or other communication fulfilling the conditions specified in Clause 29.2 above shall be deemed to have been duly given or made on the next working day following from the date of personal delivery or fax or email. Where posting is not done on a working day, it shall be deemed to have been done on the next working day after such day.

30. Failure to Deliver Accepted Innovative Suggestions

30.1 The Contractor undertakes and warrants that it shall carry out all Accepted Innovative Suggestions. In the event that the Contractor fails to carry out in full any of the Accepted Innovative Suggestions in relation to the Services or any part thereof; or otherwise not relating to any Services, (in each case a “**Non-complied Accepted Innovative Suggestion**”), the Contractor shall, subject to Clauses 30.2 to 30.4 below, pay to the Government a sum of money calculated according to the applicable formula as liquidated damages for EACH of such **Non-complied Accepted Innovative Suggestion**:

- (a) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion in relation to the Services or any part thereof during Contract Period (L1)

$$L1 = C1 \times W(T) \times \frac{M(IS)}{M(TP)}$$

where C1 = the Contract Price payable during the Contract Period for the Services or any part thereof in respect of which the Contractor fails to carry out the relevant Accepted Innovative Suggestion (but the amount shall be before the deduction of liquidated damages for all **Non-complied Accepted Innovative Suggestion** covered by this formula)

W(T)= the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme

M(IS)= (depending on whether the **Non-complied Accepted Innovative Suggestion** is a Pro-innovation Proposal or an

ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the **Non-complied Accepted Innovative Suggestion**)

M(TP)= the maximum technical marks for the Technical Proposal in the Marking Scheme

(b) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted Innovative Suggestion which is not related to the Services (L2)

$$L2 = \frac{C2}{W(T)} \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where C2 = the total amount of Contract Price payable under the whole of the Contract (but the amount shall be before the deduction of liquidated damages for all **Non-complied Accepted Innovative Suggestions** covered by this formula)

W(T)= the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme

M(IS)= (depending on whether the **Non-complied Accepted Innovative Suggestion** is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the **Non-complied Accepted Innovative Suggestion**)

M(TP)= the maximum technical marks for the Technical Proposal in the Marking Scheme

P = duration of time expressed in number of days during which the Contractor fails to fully carry out the relevant Accepted Innovative Suggestion within the Contract Period up to the day the amount of the liquidated damages is determined for the time being or up to the end of the Contract Period as the case may be

CP = Contract Period expressed in number of days

The amount calculated in accordance with the above formulae represents a reasonable sum proportionate to the Government’s legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

30.2 The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Clause 30.1 above shall not exceed the minimum number

of Pro-innovation Proposals to which full marks could be awarded to a Tenderer in the Marking Scheme. The same for those Accepted Innovative Suggestions which are ESG Proposals.

- 30.3 The aggregate amount of liquidated damages payable pursuant to the first formula and the second formula in Clause 30.1(a) and (b) above may not exceed twelve (12) per cent of the Total Estimated Service Price.
- 30.4 The liquidated damages payable pursuant to the formula in Clause 30.1(a) above may be deducted from the Contract Price payable in respect of the Services to which the **Non-complied Accepted Innovative Suggestion** relates during the Contract Period. The Government reserves the right to demand the payment of the liquidated damages from time to time including the time when the invoice in respect of the relevant period for the quarterly payment as stipulated in the Price Schedule is to be settled or in respect of any subsequent period for the quarterly payment or at the end of the Contract Period whether by setting off from any invoiced amount or from the Contract Deposit (if any). The liquidated damages payable pursuant to the formula in Clause 30.1(b) may likewise be deducted in the same manner from any Contract Price or from the Contract Deposit. Alternatively, any such amount shall be settled by the Contractor in cash as per the demand of the Government within seven (7) days.

31. Dispute Resolution and Jurisdiction

- 31.1 The parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 31.2 If the said dispute or difference is not settled by mediation according to Clause 36.1, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

32. Governing Law

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

33. Dispute Resolution and Jurisdiction

- 33.1 The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 33.2 If the said dispute or difference is not settled by mediation according to Clause 33.1 above, a Party may institute litigation in respect of the said dispute or difference. The

Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

34. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any person not being a Party to this Contract any benefit or any right to enforce any term of this Contract under or pursuant to or for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

35. United Nations Convention on Contracts for the International Sale of Goods not applicable

The parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

36. Order of Precedence

In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the **Contract**, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) the Conditions of Contract;
- (b) the Service Specifications;
- (c) the Terms of Tender;
- (d) the Schedules;
- (e) the Interpretation;
- (f) other Tender Documents which forms part of the Contract; and
- (g) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

PART 4 – SERVICE SPECIFICATIONS

Purpose

1. The Government invites organisations fulfilling the Essential Requirements as set out in Clause 6.1 of the Terms of Tender, with experience in providing comprehensive employment support services for Hong Kong people working in the GBA Mainland cities, to provide the Scheme Participants with Services, free of charge, predominantly in the Mainland for the Young Persons participating in the GBA YES, during the Contract Period. The Services are provided to help the Scheme Participants adapt to the new environment in the GBA Mainland cities, solve problems encountered at workplace and daily life in the Mainland, build up peer support and professional network and deepen their understanding of the country, which would foster their career development. Each Scheme Participant will be allowed to join the Scheme anytime in a year for a maximum period of eighteen (18) months.

Estimated Number of Scheme Participants

2. The estimated number of Scheme Participants who are potential users of the Services falls within the range of 800 to 1 300 anytime during the Contract Period. As Young Persons will enter into employment Contracts with their employers at different times of a year, the actual number of the potential users of the Services may fluctuate.

3. The Contractor acknowledges that the estimated number of the Scheme Participants stipulated in Clause 2 above are figures given for the Contractor's reference only and are not figures to which the Government binds itself to adhere. The actual number of Scheme Participants referred to the Contractor will be subject to the actual enrolment situation. Notwithstanding the above, the Contractor shall be able to provide the Services to not less than such estimated number of the Scheme Participants stipulated in Clause 2 above with variation of 10% upward adjustment.

Scope of Services to be Provided by and Obligations of Contractor

4. The Contractor shall, throughout the Contract Period, be responsible for the provision of the Services for Young Persons participating in the Scheme predominantly in the GBA Mainland cities which this Contract relates on terms as more particularly stipulated in this Contract including but not limited to Clauses 7 to 47 below, the submission of the Contractor as accepted (and modified where appropriate) by the Government from time to time. The Contractor shall also duly observe and comply with all of the requirements and specifications as set out in the Contract.

Enrolment of Young Persons

5. Upon receiving the Government's referrals of Young Persons joining the GBA YES with their personal particulars and contact methods, the Contractor shall contact the Scheme Participants not later than ten (10) working days and start offering the Services to them pursuant to Clauses 7 to 29 below.

Service Period for Each Scheme Participant

6. Each Scheme Participant will be engaged by his employer for eighteen (18) months under the Scheme subject to early termination. The Contractor shall provide the Services pursuant to Clauses 7 to 29 below throughout each Scheme Participant's respective employment period.

Service Centres

7. The Contractor shall operate physical Service Centres with opening hours from 9:00 a.m. to 5:30 p.m. from Monday to Friday except Mainland public holidays, located in at least three (3) different GBA Mainland cities where the Contractor operates at least one (1) Service Centre in each of these GBA cities. The locations must include Shenzhen and Guangzhou. The Contractor shall assign at least one (1) staff member to handle enquiries from Scheme Participants and conduct face-to-face interviews whenever necessary during the opening hours. The Service Centres shall be conveniently accessible by public transportation and equipped with appropriate and sufficient safety facilities. The Contractor shall also ensure that the Service Centres are in compliance with the relevant laws and regulations in the Mainland.

8. For the avoidance of doubt, the physical Service Centres operated by the Contractor mentioned in this Clause may not be exclusively used for the delivery of Services of this Contract provided that the Services delivered by the Contractor shall be in accordance with the terms and conditions of the Contract and to the satisfaction of the Government.

Organising Talks

9. The Contractor shall organise fifteen (15) talks at irregular intervals as proposed by the Contractor and accepted by the Government. Each talk shall last for one and a half (1.5) to two (2) hours, in hybrid mode with the onsite session held in a location agreed by the Government in the Mainland or Hong Kong and the online webinar operated on a virtual platform easily accessible by participants staying in the Mainland in each twelve (12)-month period during the Contract Period. The capacity of each talk shall be sufficient for accommodating at least thirty (30) people. The talks shall equip the Young Persons with the essential knowledge to adapt to working and living in the GBA in the initial stage of their employments under the Scheme. The talks shall also be open for any interested people to sign up while priority shall be given to the Scheme Participants when a talk reaches the maximum capacity. All of the talks shall be offered to participants for free.

10. Subject to the actual demand for the talks and with approval by the Government, the Contractor may organise a maximum of five (5) additional talks, or replace five (5) out of the required fifteen (15) talks with other activities serving the same purposes.

11. The Contractor shall perform the following in organising the talks.

(a) Planning

- (i) The **Contractor** shall, through its own resources and network, provide informative sessions on relevant topics, including but not limited to,

characteristics of work environment, social security insurance, taxation, banking, housing, relevant laws and regulations, facilitation measures of Guangdong Province, recognition of qualifications and career planning, in the Mainland. The Government reserves the final decision on the contents of the talks.

- (ii) The Contractor shall propose the date, time, venue, speaker and outline of the talk to the Government at least one (1) month before each talk and provide a telephone hotline and online method for enrolment. The Contractor shall be responsible for inviting Young Persons and other interested people to join the talks. Registration shall begin only after the date, time, location and other arrangements of the talk are accepted by the Government.
- (iii) The venue for the onsite session shall be able to accommodate at least fifteen (15) people. It shall be located in the city centre and conveniently accessible by public transportation. The Contractor shall ensure that the venue is equipped with the necessary audio-visual equipment and sufficient seats for participants, in compliance with relevant laws and regulations related to personal safety and health. The Contractor shall prepare the presentation materials and handouts.

(b) Arrangement of speakers

The Contractor shall identify and secure at least one (1) speaker to deliver each talk through its own resources and network and submit the information of the speaker(s) in the proposal to the Government as stipulated in Clause 11(a) above. The speakers shall be knowledgeable in their respective fields and have at least one (1) year of work experience in the Mainland in the past five (5) years immediately preceding the date of the talk to be delivered by the speaker(s) and be familiar with the workplace culture, living environment and relevant laws and regulations of the GBA Mainland cities.

(c) Publicity

The Contractor shall be responsible for producing the promotional materials such as flyers and social media posts and promoting the upcoming talks to the Scheme Participants and other interested people.

(d) Feedback

The Contractor shall distribute feedback forms to participants after each talk and collect the feedback for assessment on the effectiveness in achieving the purposes of the talk, speaker's performance and overall satisfaction.

(e) Reporting

The Contractor shall provide the Government with a report for each talk consisting of information including but not limited to names of participants, whether they are Scheme Participants, year of the Scheme and a summary of their feedback within two (2) weeks after each talk.

Telephone Hotline and Social Media Chat Group

12. The Contractor shall operate a dedicated telephone hotline in the Mainland and create a chat group on a social media widely used and accessible in the GBA Mainland cities. Both telephone hotline and social media chat group shall be operated from 9 a.m. to 9 p.m. every day to provide timely support for Scheme Participants in the Mainland and render assistance to resolve employment disputes and any other problems they encountered in the workplace and daily life. The Contractor shall assign at least one (1) staff member to answer any telephone calls and respond to the messages in the chat group received during the service hours. The Contractor shall assign staff member(s) able to speak Cantonese, Putonghua and English, read and write Chinese and English, to answer telephone calls and respond to the messages in the chat group. The Contractor shall contact the Scheme Participants and disseminate information such as the promotional materials for different activities through these dedicated telephone hotline and social media chat group. When necessary, the Contractor shall make arrangement for interviewing the Scheme Participants at the nearest Service Centre at a time convenient to the Scheme Participants.

13. In operating the dedicated telephone hotline and social media chat group, the Contractor shall comply with the requirements stipulated in sub-Clauses (a) to (d) below.

(a) Administration of Day-to-Day Operation

The Contractor shall assign one (1) staff member to oversee the operation of the telephone hotline and social media chat group to ensure that the services are highly responsive and the social media chat group is projecting a supportive and respectful atmosphere. All enquiries received through the telephone hotline or social media chat group should receive an initial response within twenty-four (24) hours. The Contractor shall provide immediate assistance for urgent matters and make referrals to LD or any other Government bureaux or departments or appropriate local authorities or parties whenever necessary.

(b) Publicity

The Contractor shall promote the telephone hotline and social media chat group through various channels to ensure that all Scheme Participants are aware of these two (2) channels and are encouraged to make use of such resources.

(c) Reporting

The Contractor shall maintain a register of each call or message received through the telephone hotline and social media chat group, including but not limited to the date, nature, questions, assistance required, follow-up actions taken. The Contractor shall prepare and submit a monthly report summarising the information including but not limited to the date, type of question, assistance required, follow-up action taken and any remark to the Government in a format as specified by Government within fourteen (14) working days after the end of each month.

(d) Compliance and Privacy

The Contractor shall administer the telephone hotline and social media chat group in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and other relevant laws, and assist in addressing any misconduct such as cyberbullying or leakage of personal information and laying down house rules to eliminate harassment, discrimination, verbal abuses or any other offensive behavior.

Emergency Support

14. If a Scheme Participant encounters an emergency related to an employment dispute in the Mainland and reaches out to the Contractor for assistance, or in the situation when the Government refers a Scheme Participant to the Contractor for emergency support, the Contractor shall promptly provide the assistance in need as far as possible and give updates to the Government at short time intervals. If a Scheme Participant encounters other types of emergencies such as a traffic accident, fire or robbery, the Contractor shall assist the Scheme Participant concerned to seek assistance from the responsible local public security authorities, Immigration Department of Hong Kong or Economic and Trade Office of the Government Hong Kong in Guangdong where appropriate.

15. The Contractor shall at its own costs and resources provide training on the Employment Ordinance (Cap. 57), employment laws and practices in the Mainland, skills of conflict resolution and crisis management, for the staff member(s) appointed to deal with emergencies. The Contractor shall ensure that the responsible staff member(s) is capable of discharging such duties, keeping personal information in strict confidence, refraining from divulging any sensitive information.

Professional Legal Consultation

16. When a Scheme Participant requires legal advice on an employment-related problem he is facing and the Contractor cannot provide such advice from its own resources, the Contractor shall refer the Scheme Participant concerned to receive professional legal consultation provided by an outside lawyer. The outside lawyer(s) engaged by the Contractor must possess the practice licence recognised in the GBA Mainland cities. The Contractor shall provide a standard package with forty (40) professional legal consultation sessions each lasting for one (1) hour for the two (2)-year Contract. If the actual demand exceeds the total number of hours of the standard package, the Contractor has to seek prior approval from LD and provide reasons for providing each additional session of professional legal consultation. The Contractor should formulate the criteria for screening in deserving cases that have genuine need for professional legal consultation at least seven (7) days before the Commencement Date. If the Contract is extended pursuant to Clause 1.2 of the Conditions of Contract, the quantity of the professional legal consultation required shall be in proportion to the percentage of the number of days of the extended Contract Period over a twenty-four (24)-month period

17. For the avoidance of doubt, if two (2) or more Scheme Participants attend a one (1)-hour professional legal consultation session together, the number of hours used under the standard package is counted as one (1) hour.

18. At least seven (7) days before commencement of the Contract, the Contractor shall submit to the Government the valid professional proof of the outside lawyer(s) engaged by the Contractor in providing the Services. In case of replacement, the Contractor shall submit the

proof for replacement personnel at least seven (7) days before the latter starts providing the relevant Services.

Counselling Service

19. When a Scheme Participant requires counselling service for resolving emotional and psychological problems related to employment and the Contractor cannot provide such service from its own resources, the Contractor shall refer the Scheme Participant concerned to receive counselling service from an outside expert. The outside expert(s) engaged by the Contractor must be registered practitioner(s) of clinical and counselling psychology recognised in the GBA Mainland cities. The Contractor shall provide a standard package with fifty (50) counselling sessions each lasting for one (1) hour during the Contract Period. If the actual demand exceeds the total number of hours of the standard package, the Contractor shall seek prior approval from the Government and provide reasons for providing each additional session. The Contractor shall formulate the criteria for screening in deserving cases that have genuine need for counselling service for submission to the Government at least seven (7) days before the Commencement Date. If the Contract is extended pursuant to Clause 1.2 of the Conditions of Contract, the quantity of the counselling sessions required shall be in proportion to the percentage of the number of days of the extended Contract Period over a twenty-four (24)-month period.

20. For the avoidance of doubt, if two (2) or more Scheme Participants attend a one (1)-hour counselling session together, the number of hours used under the standard package is counted as one (1) hour.

21. At least seven (7) days before Commencement Date, the Contractor shall submit to the Government the valid professional proof of the registered practitioner(s) of clinical and counselling psychology engaged by the Contractor in providing the Services. In case of replacement, the Contractor shall submit the proof for replacement personnel at least seven (7) days before the latter starts providing the relevant Services.

Organising Group Activities

22. The Contractor shall organise at least five (5) and a maximum of seven (7) recreational or cultural activities, or activities with educational purpose in the Mainland in each twelve (12)-month period during the Contract Period. The capacity of each group activity shall be sufficient for accommodating at least thirty (30) Scheme Participant. The objectives of the group activities are to deepen Scheme Participants' understanding of the national development and assist them to build up personal network. Different types of activities that young people are interested in should be organised. All Scheme Participants are free to join the group activities.

23. In organising the group activities, the Contractor shall comply with the requirements stipulated in sub-Clauses (a) to (e) below.

- (a) Planning

- (i) The Contractor shall make a detailed plan for each group activity including but not limited to the theme, venue, programme rundown, facilities and equipment required, budget, itinerary, insurance, transportation and staff-to-Scheme Participants ratio. If procurement of goods and/or services are necessary for organising a group activity, the Contractor has to obtain quotations from two (2) or more potential suppliers, except for any purchase valued HK\$50,000 or more for which quotations from five (5) or more potential bidders are required. The Contractor shall take out a personal accident insurance policy for each Scheme Participant joining a group activity and take necessary measures to minimise the risk of personal safety.
- (ii) The Contractor shall submit a proposal setting out the detailed arrangements as required in Clause 23(a)(i) above to the Government at least two (2) weeks before the proposed date of each group activity for the Government's consideration and approval. Promotion of a group activity to Scheme Participants can only start after the proposal on the activity is accepted by the Government. The Government may negotiate with the Contractor on alternative arrangements and require the Contractor to make changes it deems fit.

(b) Promotion and enrolment

The Contractor shall be responsible for promoting each group activity to Scheme Participants after it is approved by the Government pursuant to Clause 23(a)(ii) above through the contact method of each Scheme Participant provided by the Government. The details of each group activity shall be made known to all Scheme Participants. The Contractor shall adopt fair practices in handling enrolment to ensure that each Scheme Participant has equal chance to join the group activities.

(c) Feedback

The Contractor shall distribute feedback forms to participants after each group activity and collect the feedback for assessment on the effectiveness in achieving the purposes of the activity, logistic arrangements and overall satisfaction.

(d) Reporting

The Contractor shall provide the Government with a report for each group activity consisting of information including but not limited to names of participants and a summary of their feedback within two (2) weeks after completion of each group activity.

(e) Compliance

The Contractor shall ensure that all elements of the group activities comply with local laws and regulations. The venues of the group activities must not pose serious threat to health and personal safety of the participants. The Contractor shall not put the Scheme Participants under any risk of violation of laws.

Organising Visits to Enterprises

24. The Contractor shall organise at least four (4) and a maximum of six (6) visits to different large corporations in the Mainland that fall within the “Fortune China 500” in recent two (2) years counting from the date of visit, in each twelve (12)-month period during the Contract Period. The capacity of each visit to enterprise(s) shall be sufficient for accommodating at least thirty (30) Scheme Participants. The Contractor shall ensure the visits to enterprises can provide the Scheme Participants with the opportunities to learn from the senior management and successful entrepreneurs and thereby broadening their horizons through visits, experience sharing and meetings. Among the four (4) to six (6) visits to different enterprises organised in each twelve (12)-month period, no repeated visits to the same enterprise should be organised. The visits to enterprises shall be made available for all Scheme Participants to join free of charge. For the updated list of “Fortune China 500”, please refer to the official website at www.fortunechina.com.

25. In organising the visits to enterprises, the Contractor shall comply with the requirements stipulated in sub-Clauses (a) to (e) below.

(a) Planning

- (i) The Contractor shall make the requests for organising the visits and liaise with the enterprise(s) at its own resources and costs. It shall make a detailed plan for each visit to enterprise(s) including but not limited to the theme, programme rundown, facilities and equipment required, budget, itinerary, insurance, transportation and staff-to-Scheme Participants ratio. If procurement of goods and/or services are necessary for organising a visit to enterprise(s), the Contractor has to obtain quotations from two (2) or more potential suppliers, except for any purchase valued HK\$50,000 or more for which quotations from five (5) or more potential bidders are required. The Contractor has to take out a personal accident insurance policy for each Scheme Participant joining a visit to enterprise(s) and take precautionary measures to minimise the risk of personal safety.
- (ii) The Contractor shall submit a proposal setting out the detailed arrangements as required in Clause 25(a)(i) above to the Government at least two (2) weeks before the proposed date of each visit to enterprise(s) for the Government’s consideration and approval. Promotion of a visit and invitation to Scheme Participants can only start after the proposal on the visit has been accepted by the Government. The Government may negotiate with the Contractor on alternative arrangements and require the Contractor to make changes it deems fit.

(b) Promotion and enrolment

The Contractor shall be responsible for promoting each visit to enterprise(s) to Scheme Participants after it is approved by the Government pursuant to Clause 25(a)(ii) above through the contact method of each Scheme Participant provided by

the Government. The details of each visit to enterprise(s) shall be made known to all Scheme Participants. The Contractor shall adopt fair practices in handling enrolment to ensure that each Scheme Participant has equal chance to join the visits to enterprises.

(c) Feedback

The Contractor shall distribute feedback forms to participants after each visit to enterprise(s) and collect the feedback for assessment on the effectiveness in achieving the purposes of the visits, logistic arrangements and overall satisfaction.

(d) Reporting

The Contractor shall provide the Government with a report for each visit to enterprise(s) consisting of information including but not limited to names of participants and a summary of their feedback within two (2) weeks after completion of each visit.

(e) Compliance

The Contractor shall ensure that all elements of the visits to enterprises comply with local laws and regulations. The premises of the enterprises must not pose serious threat to health and personal safety of the participants. The Contractor shall not put the Scheme Participants under any risk of violation of laws.

Organising Small Group Activities

26. The Contractor shall organise up to fifty (50) small group activities in the Mainland in each twelve (12)-month period during the Contract Period. The capacity of each small group activity shall be sufficient for accommodating at least ten (10) Scheme Participants. The small groups could be formed by their common interests, needs, work locations, professions to foster peer support. The small group activities should be made available for all Scheme Participants to join free of charge.

27. In organising the small group activities, the Contractor shall comply with the requirements stipulated in sub-Clauses (a) to (e) below.

(a) Planning

- (i) The Contractor shall make a detailed plan for each small group activity including but not limited to the theme, venue, programme rundown, facilities and equipment required, budget, itinerary, insurance, transportation and staff-to-Scheme Participants ratio. If procurement of goods and/or services are necessary for organising a small group activity, the Contractor has to obtain quotations from two (2) or more potential suppliers, except for any purchase valued HK\$50,000 or more for which quotations from five (5) or more potential bidders are required. The Contractor has to take precautionary measures to minimise the risk of personal safety.

(ii) The Contractor shall submit a proposal setting out the detailed arrangements as required in Clause 27(a)(i) above to the Government at least two (2) weeks before the proposed date of each small group activity for the Government's consideration and approval. Promotion of a small group activity and invitation to Scheme Participants can only start after the proposal on the activity has been accepted by the Government. The Government may negotiate with the Contractor on alternative arrangements and require the Contractor to make changes it deems fit.

(b) Promotion and enrolment

The Contractor shall be responsible for promoting each small group activities to Scheme Participants after it is approved by the Government pursuant to Clause 27(a)(ii) above through the contact method of each Scheme Participant provided by the Government. The details of each activity shall be made known to all Scheme Participants. The Contractor shall adopt fair practices in handling enrolment to ensure that each Scheme Participant has equal chance to join the small group activities.

(c) Feedback

The Contractor shall distribute feedback forms to participants after each small group activity and collect the feedback for assessment on the effectiveness in achieving the purposes of the activities, logistic arrangements and overall satisfaction.

(d) Reporting

The Contractor shall provide the Government with a report for each small group activity consisting of information including but not limited to names of participants and a summary of their feedback within two (2) weeks after the completion of such activity.

(e) Compliance

The Contractor shall ensure that all elements of the small group activities comply with local laws and regulations. The venues of the small group activities must not pose serious threat to health and personal safety of the participants. The Contractor shall not put the Scheme Participants under any risk of violation of laws.

Setting up/operating Scheme Association and Organising Networking Events

28. The Contractor shall assist Scheme Participants in establishing/operating an association for the Scheme and organising networking events to facilitate the Scheme Participants to build up personal networks and provide a continuous development platform. The assistance for setting up and operating the association includes but is not limited to forming the executive committee or re-election of the executive committee, preparing the memorandum and articles of association, providing guidance on organising different activities for members of the association. Both past and current Scheme Participants can register as members of the

association. The Contractor shall organise a mentorship programme to enable exchanges and sharing of experiences with past Scheme Participants. The Contractor shall also organise at least four (4) and a maximum of twelve (12) networking events in the Mainland in each 12-month period during the Contract Period. The capacity of each networking event shall be sufficient for accommodating at least (30) past or current Scheme Participants.

29. In organising the networking events, the Contractor shall comply with the requirements stipulated in sub-Clauses (a) to (e) below.

(a) Planning

- (i) The Contractor shall make a detailed plan for each networking event including but not limited to the theme, venue programme rundown, facilities and equipment required, budget, itinerary, insurance, transportation and staff-to-Scheme Participants ratio. If procurement of goods and/or services are necessary for organising a networking event, the Contractor has to obtain quotations from two (2) or more potential suppliers, except for any purchase valued HK\$50,000 or more for which quotations from five (5) or more potential bidders are required. The Contractor has taken necessary measures to minimise the risk of personal safety.
- (ii) The Contractor shall submit a proposal setting out the detailed arrangements as required in Clause 29(a)(i) above to the Government at least two (2) weeks before the proposed date of each visit to the Government at least two (2) weeks before the proposed date of each networking event for the Government's consideration and approval. Promotion of a networking event to past and current Scheme Participants can only start after the proposal on the networking event is accepted by the Government. The Government may negotiate with the Contractor on alternative arrangements and require the Contractor to make changes it deems fit.

(b) Promotion and enrolment

The Contractor shall be responsible for promoting each networking event to past and current Scheme Participants after it is approved by the Government pursuant to sub-clause (a)(ii) above through the contact method of each Scheme Participant provided by the Government. The Contractor shall adopt fair practices in handling enrolment to ensure that each past or current Scheme Participant has equal chance to join the networking events.

(c) Feedback

The Contractor shall distribute feedback forms to participants after each networking event and collect the feedback for assessment on the effectiveness in achieving the purposes of the events, logistic arrangements and overall satisfaction.

(d) Reporting

The Contractor shall provide LD with a report for each networking event consisting of information including but not limited to names of participants and a summary of their feedback within two (2) weeks after completion of each networking event.

(e) Compliance

The Contractor shall ensure that all elements of the networking events comply with local laws and regulations. The venues must not pose serious threat to health and personal safety of the participants. The Contractor shall not put the Scheme Participants under any risk of violation of laws.

Provision of Information and Reports

30. Apart from the reports submitted after each activity and the monthly report as required in Clauses 11(e), 13(c), 23(d), 25(d), 27(d) and 29(d) above in accordance with the timeframe and format as required by the Government, the Contractor shall also submit a quarterly report and statistical returns in the format as prescribed by the Government (and as may be revised by the Government from time to time) within one (1) month after the end of each quarter ending on 31 March, 30 June, 30 September and 31 December for the quarterly assessment. The quarterly report and statistical returns shall provide information on all relevant performance figures, cases requiring special attentions, activities organised and measures implemented for the purpose of achieving objectives of the Services and the Accepted Innovative Suggestions.

31. The Contractor shall provide such documentary evidence to support the regular reports and statistical returns, ad hoc reports and claims for reimbursements for organising group activities under Clauses 22 and 23 above, visits to enterprises under Clauses 24 and 25 above, small group activities under Clauses 26 and 27 above and networking activities under Clauses 28 and 29 submitted as requested by the Government.

Performance Standards

32. Without prejudice to the generality of the Contractor's obligations under this Contract, the Contractor shall achieve the performance standards as a condition of this Contract as stipulated in Clauses 7 to 29 above. The performance standards will be assessed by the Government every three (3) months starting from the Commencement Date. In case of the Contractor's failure to meet any of the performance standards, the Contractor shall submit a letter of explanation within one (1) month or any time as specified by LD upon request of the Government. The Contractor's failure in fulfilling the performance standards during the Contract Period may be taken into account when evaluating the Contractor's performance in the future tender exercises.

33. During the quarterly assessments, the performance of **Contractor** will be classified as serious sub-standard performance under the following situations:

- (a) in respect of organising talks as provided in Clauses 9 to 11 above, fail to organise at least 80% of the talks required in each twelve (12)-month period during the Contract Period;

- (b) in respect of operating the telephone hotline and social media chat group as provided in Clauses 12 and 13 above, fail to give the responses within twenty-four (24) hours for at least 95% of the enquiries in each twelve (12)-month period during the Contract Period;
- (c) in respect of emergency support as provided in Clauses 14 and 15 above, fail to provide immediate assistance for 100% of the requests for emergency support and without reasonable justifications accepted by the Government;
- (d) in respect of professional legal consultation as provided in Clauses 16 to 18 above, fail to provide the professional legal consultation service for 100% of the deserving cases and without reasonable justifications accepted by the Government;
- (e) in respect of counselling service as provided in Clauses 19 to 21 above, fail to provide the counselling service for 100% of the deserving cases and without reasonable justifications accepted by the Government;
- (f) in respect of organising group activities as provided in Clauses 22 and 23 above, fail to organise at least 80% of the group activities required in each twelve (12)-month period during the Contract Period;
- (g) in respect of the visits to enterprises as provided in Clauses 24 and 25 above, fail to organise at least 80% of visits to enterprise required in each twelve (12)-month period during the Contract Period;
- (h) in respect of the small group activities as provided in Clauses 26 and 27 above, fail to organise at least 80% of the small group activities required in each twelve (12)-month period during the Contract Period; and
- (i) in respect of setting up the Scheme association and organising networking events as provided in Clauses 28 and 29 above, fail to organise at least 80% of the networking events required in each twelve (12)-month period during the Contract Period.

Contract Manager and Officer-in-Charge

34. The Contractor shall appoint a Contract Manager who must be a full-time staff member directly employed by the Contractor in Hong Kong to work for a minimum of forty-four (44) hours per week and, in the past five (5) years immediately preceding the date of employment, have at least two (2) aggregate years of work experience in supervising employment-related support services for Young Persons working in the nine (9) GBA Mainland cities. The Contract Manager will have the responsibility and commensurate authority for performing, including without limitation, the following tasks in connection with planning, co-ordination and quality assurance of the Services to be provided by the Contractor:

- (a) monitoring the effective, quality and uninterrupted delivery of Services as set out in the Service Specifications and the Contract;
- (b) overseeing the timely assignment of staff members directly employed by the Contractor or its agent(s) and sub-contractor(s);
- (c) conducting regular reviews on the Services to ensure adequate support and assistance have been provided for Scheme Participants in accordance with the Service Specifications;
- (d) conducting thorough investigation on any complaints on the Services received and irregularities detected by the Government and reporting the result of investigation to the Government in a timely manner;

- (e) authorising and overseeing the timely submission of forms, reports and documents in accordance with the Contract or the requests from the Government;
- (f) handling and answering reasonable requests and enquiries from the Government within a reasonable timeframe; and
- (g) attending regular management meetings or other review meetings with the Government.

35. The Contractor shall also appoint an Officer-in-Charge to co-ordinate all aspects of the operation of the Services. The Officer-in-Charge must have been awarded a bachelor's degree or above of any academic disciplines and, in the past five (5) years immediately preceding the date of employment, have at least eighteen (18) aggregate months of work experience gained in at least one (1) of the nine (9) GBA Mainland cities in providing employment-related support services for Young Persons working in the GBA Mainland cities, which must include the following:

- (a) eighteen (18) months' full-time work experience of independently handling enquiries and giving advice on issues related to the Employment Ordinance (Cap. 57) and employment laws in Guangdong Province; and
- (b) eighteen (18) months' full-time work experience of organising group activities of recreational and educational nature in the Guangdong Province,

both counting from the date of nomination of such Officer-in-Charge.

36. The Officer-in-Charge will serve as the central contact point with the Government and be responsible for answering questions relevant to the delivery of the Services, overseeing the smooth operation of the Services, submission of records, reports, statistics, written explanations and documentary evidence. The Officer-in-Charge shall be a full-time staff member directly employed by the Contractor in Hong Kong and stationed in the GBA Mainland cities to work for a minimum of forty-four (44) hours per week in the GBA Mainland cities. The Contractor shall ensure the Officer-in-Charge will attend any briefing sessions, training sessions or meetings organised by the Government for ensuring smooth operation of the Services.

37. The Contractor shall inform the Government as soon as possible if there is any change of particulars of the Contract Manager or Officer-in-Charge and the staff deployment plan to take over the duties arising from the temporary vacancy which should last for no more than 45 days. In case of any removal or change or departure of its Contract Manager and Officer-in-Charge, the Contractor should notify the Government in writing within seven (7) days from the date of occurrence of the event. The Contractor shall ensure that the replacement staff member(s) employed shall satisfy the qualification and experience requirements as stipulated in Clauses 34 and 35 above as applicable with experience and qualification no worse than the outgoing nominee.

38. Upon request of the Government, the Contractor shall provide documentary evidence to the satisfaction of the Government, to show that original or replacement Officer-in-Charge does meet the qualification and experience requirements.

Other Manpower requirements

39. The Contractor shall arrange for sufficient manpower resources for performing the Contract. At any time during the Contract Period, the Contractor must assign at least four (4) full-time staff members for providing the Services, who are directly employed by the Contractor, its agent(s) and/or sub-contractor(s), other than the outside lawyers as provided in Clauses 16 to 18 above, outside experts for counselling service as provided in Clauses 19 to 21 above and the Officer-in-Charge as provided in Clauses 35 to 37 above. The Contractor shall inform the Government as soon as possible in case of temporary vacancy, which shall last for no more than forty-five (45) days, of the manpower staff deployment plan and measures taken to minimise the interruption to provision of Services. For the avoidance of doubt, the staff members employed by the Contractor, its agent(s) and/or sub-contractor(s) mentioned in this Clause and Clauses 34 to 38 above may not be exclusively employed for the delivery of Services of this Contract provided that the Services delivered by the Contractor shall be in accordance with the terms and conditions of the Contract and to the satisfaction of the Government.

Performance Monitoring Mechanism

40. The Contractor shall comply with the requirements as laid down in the Contract in every respect.

41. Without prejudice to the rights and remedies of the Government under this Contract, any non-compliance may be taken into account when evaluating the Contractors' performance in their future tenders.

42. At least seven (7) days before the Commencement Date the Contractor shall establish a proper complaint channel with well-defined and effective system to respond, rectify reported problems as well as to discipline under-performing staff. The Contractor shall be fully responsible for any misconduct or unprofessional conduct of staff members engaged by it or its agent(s) and sub-contractor(s) for the purpose of the Contract.

Other Obligations of the Contractors

43. The Contractor shall submit any relevant records of the Services provided for the Scheme Participants as and when required by the Government for inspection to ensuring that the Contractor complies in full with the service requirements set out in the Contract.

44. The Contractor shall assist and participate in any review, promotional or other activities organised by the Government related to the Services as may be required by the Government .

45. The Contractor shall observe the Personal Data (Privacy) Ordinance (Cap. 486) in the collection, handling and disclosure of personal data obtained in the course of providing the Services under the Contract. The Contractor shall keep proper records of all Services provided for each and every Scheme Participant.

46. The Contractor shall co-operate with the Government in investigation of any complaints and assist in such investigations including without limitation to providing the Government with access to all persons involved. The Contractor shall record down any complaints received against its Services or the staff members in a form as specified by the Government in a prescribed format and provide a reply to the complainant within ten (10) days of the receipt of the complaint on the follow-up and investigation results. The Contractor shall

produce information and documents in relation to a complaint to the Government within seven (7) days upon request by the Government or any time as specified by the Government .

Others

47. The Government reserves full discretion to amend, revise and/or supplement the name and details of the Scheme. Reasonable notice will be given to the Contractor for implementation of any such amendment(s).