

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

Tender Ref. : LD PT 03/2024

TENDER FORM

File Ref. : LD YE/3-5/5 (R)

Contract No. :

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed envelope marked “Tender for the Provision of Management Services for the Youth Employment Start (the Y.E.S. Centre at Mong Kok / Kwai Fong*)”

*** delete the inapplicable part**

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 28 March 2025 (date). Late Tender will not be accepted.

PART 1 – INTERPRETATION

PART 2 – TERMS OF TENDER

PART 3 – CONDITIONS OF CONTRACT

PART 4 – SERVICE SPECIFICATIONS

PART 5 – CONTRACT SCHEDULES

(together with this Tender Form, collectively referred to as the “Tender Documents”)

Dated this 7th day of February 2025

LI WAI SHAN

Government Representative

PART 6 – OFFER TO BE BOUND

(PLEASE SIGN AND SUBMIT THIS PART 6 WITHOUT CHANGING THE ORIGINAL TEXT)

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all 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 mentioned in the attached Service Specifications and the Technical Proposal at the Monthly Operating Fee quoted by me/us in Schedule C (Price Proposal) free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents in respect of the above selected Y.E.S. Centre.

3. I/we, warrant that the signatories named below are duly authorised by the Tenderer to sign and submit this tender, or, in case of a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), I am an office-bearer of such society and submitting this tender in my personal capacity.

Name of the Tenderer*:

(*Please ensure that the name of the Tenderer stated above is the *same as the one provided in Schedule A of Part 5*)

In the case of a Tenderer which is a company or a corporation incorporated under an Ordinance

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

Name of the Tenderer:

Name and title of the authorised signatory:

In the case of a Tenderer who is an office-bearer of a society acting in his or her personal capacity

Signed by the office-bearer:

Name of the office-bearer:

Name of the society:

Dated this day of 20.....

Notes:

(i) For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 6 of this Tender Form or a printed copy from a softcopy of Part 6 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 6 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 6 – Offer to be Bound shall be signed (containing an original signature) and submitted in the Tender before the Tender Closing Time. This signed Part 6 – 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 6 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/we” or “me/us” above is however not to be treated as an alteration.

PART 7
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 following Contract :

the Mong Kok Contract / the Kwai Fong Contract*.....
.....
.....

* delete the inapplicable part

Dated this 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: -

<i>“Accepted Innovative Suggestion”</i>	means those innovative suggestions proposed by the Operator and accepted by the Government in the version attached to the Memorandum of Acceptance for identification purposes.
<i>“billing period”</i>	means (a) for the amount specified in Clause 10(a)(i) of the Conditions of Contract, the period from the Commencement Date up to the last day of the month in which the Commencement Date falls and thereafter each successive calendar month within the Implementation Period (from the 1 st day to the last day), and the remainder period of the Implementation Period after the last complete month; and (b) for the amount specified in Clause 10(a)(ii) of the Conditions of Contract, each of three portions of the Implementation Period as specified in Clause 10(a)(ii)(aa) of the Conditions of Contract.
<i>“Contract”</i>	As this term appears in the Tender Documents, means either the Mong Kok Contract or the Kwai Fong Contract, as the case may be. As this term appears in the Mong Kok Contract, means Mong Kok Contract. As this term appears in the Kwai Fong Contract, means Kwai Fong Contract.
<i>“Contract Deposit”</i>	means the contract deposit to be paid by the successful Tenderer in accordance with Clauses 8(c), 8(d), 8(e), 8(f) and 14(b) of the Terms of Tender and Clause 27 of the Conditions of Contract.
<i>“Contract Period”</i>	has the meaning given to the term in Clause 1 of the Conditions of Contract.
<i>“Contractor”</i>	means the Operator.
<i>“Department” or “LD”</i>	means the Labour Department of the Government.
<i>“Electronic Tendering”</i>	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 under Clause 3(m)(ii) of Part 2 – Terms of Tender.
<i>“Environmental Protection,”</i>	means a proposed measure or arrangement that will improve

Sustainability, Social Responsibility or Governance Proposal” or “ESG Proposal”

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 and may but need not be innovative, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large.

“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.

“Government”

means the Government of Hong Kong.

“Government Property”

means property of whatsoever nature (tangible or intangible) which may be provided by the Government or any other person to the Operator or any member of the Service Team for performing the Services or otherwise comes into the possession or control of the Operator or any member of the Service Team in the course of performing the Services (including without limitation all personal data of Members, appointment and assessment records to be maintained by the counsellor at the Youth Employment Start (Y.E.S.) in respect of Members who attend counselling).

“Government Representative”

means the Commissioner for Labour or any officer authorised to act on his behalf for the purpose of the Contract.

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China.

“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;

“Key Personnel”

means the persons filling the roles of Centre-in-charge and Types A and B Professional Staff.

<i>“Kwai Fong Contract”</i>	means the contract for the provision of the Services for Y.E.S.(Kwai Fong) between the Government and the Operator on the terms and conditions set out in the following documents: <ul style="list-style-type: none">(a) the Tender Documents;(b) the information of the Tenderer and its Key Personnel submitted by the Operator for the Kwai Fong Contract and accepted by the Government;(c) the Technical Proposal submitted by the Operator for the Kwai Fong Contract and accepted by the Government, subject to such changes as the Government Representative may stipulate in exercise of its powers under the Tender Documents;(d) the Price Proposal submitted by the Operator for the Kwai Fong Contract and accepted by the Government;(e) the Offer to be Bound in Part 6 of the Tender Form signed by the Operator for the Kwai Fong Contract;(f) the notification of conditional acceptance and Part 7 of the Tender Form issued by the Government to the Operator pursuant to Clauses 14(b) and 14(c) of the Terms of Tender; and(g) the letter from the Government to the Operator notifying the Commencement Date of the Kwai Fong Contract.
<i>“Kwai Fong Operator”</i>	means a Tenderer whose tender for the Kwai Fong Contract is accepted by the Government.
<i>“Implementation Period”</i>	has the meaning given to it in Clause 1 of the Conditions of Contract.
<i>“Innovative Suggestion”</i>	means a Pro-innovation Proposal or an ESG Proposal but not both.
<i>“Intellectual Property Rights”</i>	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes and other intellectual property rights of whatever nature and wheresoever 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.
<i>“Integrated Children and Youth Services Centre” (ICYSC)</i>	means a centre known as such which receives funding from the Social Welfare Department, and performs duties as from time to time designated by the Social Welfare Department.

<i>“Invitation to Tender”</i>	means the invitation to tender for the Contract issued by the Government on and subject to the terms set out in these Tender Documents.
<i>“Marking Scheme”</i>	means Annex A to the Terms of Tender.
<i>“Mong Kok Contract”</i>	means the contract for the provision of the Services for Y.E.S.(Mong Kok) between the Government and the Operator on the terms and conditions set out in the following documents: <ul style="list-style-type: none">(a) the Tender Documents;(b) the information of the Tenderer and its key personnel submitted by the Operator for the Mong Kok Contract and accepted by the Government;(c) the Technical Proposal submitted by the Operator for the Mong Kok Contract and accepted by the Government, subject to such changes as the Government Representative may stipulate in exercise of its powers under the Tender Documents;(d) the Price Proposal submitted by the Operator for the Mong Kok Contract and accepted by the Government;(e) the Offer to be Bound in Part 6 of the Tender Form signed by the Operator for the Mong Kok Contract;(f) the notification of conditional acceptance and Part 7 of the Tender Form issued by the Government to the Operator pursuant to Clauses 14(b) and 14(c) of the Terms of Tender; and(g) the letter from the Government to the Operator notifying the Commencement Date of the Mong Kok Contract.
<i>“Mong Kok Operator”</i>	means a Tenderer whose tender for the Mong Kok Contract is accepted by the Government.
<i>“Month” (in upper or lower case)</i>	means calendar month.
<i>“Monthly Operating Fee”</i>	means the amount specified as such in Schedule C of Part 5 – Contract Schedules.
<i>“Nominees”</i>	means persons proposed by the Tenderer for the roles of the Centre-in-charge, the Type A and Type B Professional Staff in Part 2 of Schedule A.
<i>“Non-collusive Tendering Certificate”</i>	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 22(b) of Part 2 – Terms of Tender.

<i>“Paper-based Tendering”</i>	means the making and submission of a Tender in paper form in accordance with the Lodging of Tender section as stipulated in Clause 3(m)(i) of Part 2 – Terms of Tender.
<i>“Operator”</i>	<p>As this term appears in the Tender Documents, means either the Mong Kok Operator or the Kwai Fong Operator, as the case may be.</p> <p>As this term appears in the Mong Kok Contract, means the Mong Kok Operator.</p> <p>As this term appears in the Kwai Fong Contract, means the Kwai Fong Operator.</p>
<i>“Operator Staff”</i>	means the Centre-in-charge, Type A, Type B, and Type C Professional Staff and Counter/Clerical Staff.
<i>“Original Tender Closing Date”</i>	means the date specified in the “LODGING OF TENDER” section of the Tender Form as the Tender Closing Date before any extension (if any).
<i>“Price Proposal”</i>	means the price proposal to be submitted by a Tenderer in the form of Schedule C of Part 5 – Contract Schedules.
<i>“Pro-innovation Proposal”</i>	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.
<i>“Professional Staff”</i>	means Type A Professional Staff, Type B Professional Staff and Type C Professional Staff as listed in Clauses 4 and 27(e) of the Service Specifications.
<i>“Services”</i>	means all services, duties, and obligations to be provided, performed and complied with by the Operator under the Contract including in particular the Service Specifications.
<i>“Service Team”</i>	means the employees and sub-contractors (of all tiers) of the Operator deployed for carrying out the Services including the Operator Staff.
<i>“Technical Proposal”</i>	means the technical proposal to be submitted by a Tenderer in the form of Schedule B of Part 5 – Contract Schedules.
<i>“Tender” (in upper or lower case)</i>	means a tender submitted by a Tenderer in response to this Invitation to Tender.

<i>“Tenderer”</i>	means a limited company, or a corporation incorporated under an Ordinance of Hong Kong, or an office-bearer of a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), which submits a tender in response to this Invitation to Tender and as so referred to in the Offer to be Bound in Part 6 of the Tender Form.
<i>“Tender Closing Date”</i>	means the date specified in the “LODGING OF TENDER” section of the Tender Form as the latest date before which Tenders must be deposited with the Government, and such date as may be extended in accordance with Clauses 3(n) and 3(o) of the Terms of Tender.
<i>“Tender Closing Time”</i>	means the time before which a Tender must be lodged on the Tender Closing Date as specified in the “LODGING OF TENDER” in the manner stipulated in the Tender Form as the same may be extended from time to time in accordance with Clauses 3(n) and 3(o) of the Terms of Tender.
<i>“Tender Documents”</i>	means the Tender documents as specified in Clause 1 of Part 2 – Terms of Tender.
<i>“Tender Validity Period”</i>	has its meaning given to it in Clause 11 of the Terms of Tender.
<i>“Tender Form”</i>	means: <ul style="list-style-type: none">(a) 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;
<i>“terms and conditions of use of the PCMS and the e-Tender Box”</i>	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;
<i>“Time”</i>	all references to time refer to Hong Kong time, i.e. GMT + 8;
<i>“Total Estimated Operating Fee”</i>	means the amount specified as such in Schedule C of Part 5 – Contract Schedules.

<i>“Virus”</i>	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.
<i>“Website of the e-Tender Box”</i>	means the website of the following address: https://pcms2.gld.gov.hk .
<i>“Working day” (in upper or lower case)</i>	means any day other than a public holiday (as defined in Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong), Saturday, Sunday, or a day on which Tropical Cyclone Warning Signal No. 8 or above is issued, or Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is/are in force, for any time during the normal business hours.
<i>“Y.E.S.(Kwai Fong)”</i>	means the Youth Employment Resource Centre, known as “Youth Employment Start” at the address set out in Clause 2.1(b) of the Terms of Tender and/or such other location and/or name as the Government may designate from time to time at its sole and absolute discretion.
<i>“Y.E.S.(Mong Kok)”</i>	means the Youth Employment Resource Centre, known as “Youth Employment Start” at the address set out in Clause 2.1(a) of the Terms of Tender and/or such other location and/or name as the Government may designate from time to time at its sole and absolute discretion.
<i>“Y.E.S.” or “the Y.E.S.” or “Y.E.S. Centre” or “the Y.E.S. Centre”</i>	<p>As this term appears in the Tender Documents, means either Y.E.S.(Mong Kok) or Y.E.S.(Kwai Fong), as the case may be.</p> <p>As this term appears in the Mong Kok Contract, means Y.E.S.(Mong Kok).</p> <p>As this term appears in the Kwai Fong Contract, means Y.E.S.(Kwai Fong).</p>
<i>“Young people” (in upper or lower case)</i>	means any persons within the age group of 15 to 29.
<i>“Youth centre” (in upper or lower case)</i>	means a centre dedicated to provide support services to young people.
<i>“Youth services”</i>	means (a) employment as a social worker or centre-in-charge or supervisor with a youth centre; or (b) providing school stationing social work service for young people; or (c) providing counselling service as a social worker for young people.

2. Unless otherwise expressly stated to the contrary, 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 “Operator” 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 1800 hours;
 - (l) references to a day mean a calendar day;
 - (m) references to a month mean a calendar month;

- (n) working days shall not include General Holiday;
- (o) 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;
- (p) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Operator shall be deemed to be the act, default, neglect or omission of the Operator;
- (q) words importing the whole shall be treated as including a reference to any part of the whole;
- (r) the expressions “include” and “including” shall be construed without limitation to the words following;
- (s) 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;
- (t) 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;
- (u) reference to “original signature” or “originally signed” includes a digital image of a hand-written signature (viz., a scanned signature);
- (v) 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; and
- (w) the expressions “public body” and “public officer” have the meanings given to them in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong). The expression “officer” has the meaning given to it in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

3. In the Tender Documents and the Contract:

“associate” of a person means:

- (i) a relative or partner of that person; or
- (ii) a company one or more of whose directors is in common with one or more of the directors of that person;

“relative” means the spouse, parent, parent-in-law, grandparent, grandparent-in-law, child, grandchild, brother or sister, brother-in-law or sister-in-law, parent or grandparent’s brother or sister (including in-law), child or grandchild of any of the aforementioned brother or sister (including in-law), of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be the child of both the natural parents and of any step parent;

“director” means any person occupying the position of director by whatever name called and without limitation a de facto or shadow director;

“associated person” of a person means:

- (i) any person who has control, directly or indirectly, over that person; or
- (ii) any person who is controlled, directly or indirectly, by that person; or
- (iii) any person who is controlled by, or has control over, the first-mentioned person in (i) or (ii) above;

a person having “control” over another person means the power of that person to secure:

- (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
- (ii) by virtue of any powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person;

that the affairs of the second-mentioned person are conducted in accordance with the wishes of the first-mentioned person. For the avoidance of doubt, without prejudice to the generality of the foregoing, the holding of 30% or more of shares or interests or voting power shall be deemed to be sufficient control to ensure such happening.

4. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.
5. 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.
6. 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.

7. Capitalised terms and expressions defined in the Service Specifications or in other document comprised in the Contract have the same meanings when appearing in other parts of the Contract.
8. Unless otherwise provided, all payment should be made in Hong Kong Dollars.

LABOUR DEPARTMENT

Invitation to Tender for the Provision of Management Services for the Youth Employment Start (the Y.E.S. Centre)

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

These Tender Documents consist of:

- (a) Tender Form (including Offer to be Bound)
- (b) Part 1 – Interpretation (Pages 1 to 11)
- (c) Part 2 – Terms of Tender and Annexes A to C (Pages 12 to 53)
- (d) Part 3 – Conditions of Contract (Pages 54 to 75)
- (e) Part 4 – Service Specifications (Pages 76 to 95)
- (f) Part 5 – Contract Schedules A to G (Pages 96 to 151)

Each of the above Tender Documents is referred to by their Part Number and/or title as stated above throughout the Tender Documents and the Contract.

2. Invitation to Tender

2.1 The Labour Department invites tenders for the provision of the whole of the Services more particularly set out in the Service Specifications at the two Y.E.S. Centres listed below, subject to and in accordance with the terms and conditions respectively set out in two Contracts to be awarded:

- (a) for the Mong Kok Contract, at Suites 8-11, Level 42, Office Tower, Langham Place, 8 Argyle Street, Mong Kok, Kowloon;
- (b) for the Kwai Fong Contract, at Units 907-912, 9/F, Metroplaza Tower II, 223 Hing Fong Road, Kwai Fong, New Territories.

2.2 A Tenderer can choose to submit:

- (a) a tender for the Mong Kok Contract in relation to the Y.E.S.(Mong Kok) only;
or
- (b) a tender for the Kwai Fong Contract in relation to the Y.E.S.(Kwai Fong) only;

- or
- (c) two tenders, one tender for the Mong Kok Contract, and another tender for the Kwai Fong Contract.

Tenders for each Y.E.S. Centre will be assessed separately and independently.

- 2.3 This Invitation to Tender is not covered by the Agreement on Government Procurement of the World Trade Organisation.
- 2.4 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. Tender Preparation and Submission

- (a) Save in accordance with the terms of the Tender Documents, a Tenderer must not alter any provision of the Tender Documents.
- (b) The Tender and accompanying documents must be completed either in English or Chinese. The Government will not consider a Tender that is completed in any other language.
- (c) A Tenderer shall note that a two-envelope system is adopted in this Invitation to Tender. Regardless of whether Paper-based Tendering or Electronic Tendering is used, the Tenderer shall submit its Tender in two (2) separate proposals, one as the Technical Proposal and another as the Price Proposal as respectively detailed in Clauses 3(i) and/or 3(j) of this part below and 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.
- (d) A Tender may not be considered if false, inaccurate, incorrect or incomplete information is given in the Tender.
- (e) A Tenderer must submit its completed Tender together with all information and documents required under the Tender Documents or relevant to its Tender in accordance with the terms of the Tender Documents.
- (f) 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.
- (g) In the event that a Tenderer wishes to tender for both the Mong Kok Contract and Kwai Fong Contract, it must do so by submitting two separate tenders. Apart from the Offer to be Bound (where one document can cover both tenders), each tender shall contain its own Technical Proposal and Price Proposal in relation to the Contract to which that tender relates and each Proposal shall contain all of the items required for that Proposal as listed in Clauses 3(i) and/or 3(j) of this part below. The tenders for a Contract must relate to the execution of all of the Services as covered by that Contract. Tenders for a part only of the Services will not be considered.
- (h) Schedules A and B in Part 5 of the Tender Documents are available in Chinese and English and the Tenderer may elect to complete Schedules A and B in English or Chinese. For the Tender Form and Schedules C, D, E, F and G, the

Tenderer has to complete the version in English.

- (i) (This Clause 3(i) is applicable to Paper-based Tendering only) A two-envelope system is adopted in this Invitation to Tender. Under this system, a completed tender in relation to a Contract must be submitted in two separate sealed envelopes in the manner as described in sub-clauses (i) and (ii) below. The tenders shall be completed in writing on hardcopy and shall be **submitted in TRIPLICATE (one original and two copies)** in accordance with the “Lodging of Tender” section of the Tender Form. These two envelopes shall be inserted into one single large sealed envelope clearly marked “Tender Reference: LD PT 03/2024 – Tender for the Provision of Management Services for Youth Employment Start (Y.E.S. Centre at Mong Kok / Kwai Fong*)” without bearing any reference to the identity of the Tenderer.
- (i) The Price Proposal envelope shall comprise the “Price Proposal” (i.e. **Schedule C of Part 5 ONLY in TRIPLICATE (one original and two copies)**) duly completed by the Tenderer which shall be enclosed in a sealed envelope clearly marked “Tender Reference: LD PT 03/2024 – Tender for the Provision of Management Services for Youth Employment Start (Y.E.S. Centre at Mong Kok / Kwai Fong*) – Price Proposal”; and
- (ii) The Technical Proposal envelope shall comprise the following:
- (aa) “Technical Proposal” containing all the information requested in **Schedule B of Part 5 and supporting documents as required in Clause 5 of the Terms of Tender**. The submission of Schedule B, either in Chinese or in English, **shall not be more than 35 pages in A4 size paper** (with margin not less than 25mm and character font size not less than 12) and **in TRIPLICATE (one set of originals and two sets of copies)**. Those pages that exceed the specified limit shall not be considered in the tender assessment. Supporting documents will not be included in the counting of pages for this purpose and only one set is required.
- (bb) Information of the Tenderer and its Key Personnel (i.e. Schedule A of Part 5) (one original and two copies) ;
- A softcopy of the Schedules A and B in Microsoft Word format in the CD-ROMs is also required for administrative convenience. Technical evaluation will 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;
- (cc) The Offer to be Bound in Part 6 of the Tender Form (**originally signed by the Tenderer** (IN TRIPLICATE (one original and two copies)));
- (dd) For a Tenderer which is an office bearer of a society registered or

exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), the Tenderer is also required to submit a duly completed Consent for Disclosure to the Terms of Tender (i.e. Schedule F of Part 5) (IN TRIPLICATE (one original and two copies));

- (ee) A duly signed Non-collusive Tendering Certificate (i.e. Schedule G of Part 5) (IN TRIPLICATE (one original and two copies));
- (ff) The “Technical Proposal” **containing all of the aforementioned information** shall be enclosed in another sealed envelope clearly marked “Tender Reference: LD PT 03/2024 – Tender for the Provision of Management Services for Youth Employment Start (Y.E.S. Centre at Mong Kok / Kwai Fong*) – Technical Proposal”. The Technical Proposal envelope and the contents thereof must not contain or bear any indication of price information.

The above two envelopes shall be inserted into one single large sealed envelope clearly marked “Tender Reference: LD PT 03/2024 – Tender for the Provision of Management Services for Youth Employment Start (Y.E.S. Centre at Mong Kok / Kwai Fong*)”. The envelopes must not bear any distinguishing matter, mark, or advertisement that indicates the identity of the Tenderer. The Tender shall be deposited in the Specified Tender Box before the Tender Closing Time. **Late Tender or Tender not deposited in the Specified Tender Box will not be accepted.**

- (j) (This Clause 3(j) is applicable to Electronic Tendering) The 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 sets of files** below:
 - (i) Price Proposal - the name of the file must be “**Price.doc**” containing the same content as mentioned in sub-clause (i)(i) above; and
 - (ii) Technical Proposal - A Tenderer should use “**Technical.doc**” as file name for the document mentioned in sub-clause (i)(ii).

All other information and supporting documents that shall be included in the Technical Proposal are detailed in Clause 3(i)(ii) of this part above except that Clauses 3(i)(ii)(cc) and (ee) shall not be necessary and the box provided in ETB signifying the Tenderer’s agreement with Offer to be Bound in Part 6 of the Tender Form and the non-collusive tendering certificate in Schedule G shall be duly checked by Tenderer.

- (k) 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.

- (l) A tender missing any item specified in paragraph 2 of Annex A to the Terms of Tender at the time of opening of tenders will not be considered further. For (i) missing information or document required in Schedule A (other than the full names of the nominees for the Key Personnel in Part 2 of the said Schedule), (ii) missing Schedule F, or (iii) (in the case of Paper-based Tendering) missing Schedule G, the Government will ask for the missing item after the Tender Closing Date. If not provided by the requested deadline, the Tenderer's tender will not be considered further. For all other missing information or document, the Government reserves the right but not the obligation under Clause 13 of the Terms of Tender, to seek resubmission or proceed to evaluate the tender on an as is basis. For those items which the Government ask for resubmission but not provided by the requested deadline, the tender will also not be considered further. Without prejudice to the generality of the foregoing, a Tenderer omitting to complete its name at the top of Schedules A or B or C or omitting to delete any inapplicable information will not lead to disqualification. The Government preserves the power to evaluate the tender on an as is basis.
- (m) Lodging of Tender
- (i) Paper-based Tendering
- (aa) The completed tenders shall be addressed to the "Chairman, Tender Opening Committee, Government Logistics Department" ("GLD") and deposited **BY HAND** in the Government Logistics Department Specified Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before the Tender Closing Time.
- (bb) The Tender shall be put in a large scale envelope (without bearing any identification of the Tenderer) as specified in Clause 3(i) above and shall be deposited in the Government Logistics Department Specified Tender Box in accordance with the instructions specified in Clause 3(m)(i)(aa) above.
- (ii) Electronic Tendering
- (aa) The completed tenders shall be submitted in the required format as specified in the ETB of the GLD. Transmission of the Tenders to the ETB must be completed before the Tender Closing Time.
- (bb) Tenderers shall submit the Technical Proposal and Price Proposal as separate attachment files in accordance with the terms and conditions of the ETB.
- (cc) If the information to be submitted by a Tenderer exceeds the size limit for information submission prescribed in the ETB, the Tenderer shall deposit a paper-based Tender in the GLD Tender Box and in the manner specified in Clause 3(m)(i) of this part. Without prejudice to any other provision of the Tender Documents, a Tender will not be considered if complete information is not deposited in accordance

with this Clause before the Tender Closing Time.

- (dd) The Tenderer should note that the ETB accepts the use of an Identification Code or such types of digital certificates specified in the ETB for submissions of tenders. The soft copies of the Tender, prepared by using Microsoft Word (for Schedules A, B and C) and Adobe Acrobat (for supporting documents) shall be submitted in accordance with the instructions stated in the ETB.
- (ee) A Tender with any attachment that does not comply with the terms and conditions of use of the ETB or is found to be contaminated with Virus or is corrupted or otherwise not readable or printable into readable text by the Government will be invalidated and will not be considered further. However, if not all of the electronic files submitted are found to be contaminated with Virus, corrupted or are not readable or printable into readable by the Government, the Government may at its discretion consider the other files of the Tender and evaluate the Tender on an “as is” basis.
- (ff) A Tender will not be considered further if the digital certificate used by the Tenderer for signing it is found invalid upon verification.

(iii) Late Tenders

Late tenders or tenders not submitted in accordance with any one of the submission methods stipulated in Clauses 3(m)(i) or 3(m)(ii) of this part, including a Tender submitted by post, by facsimile or by e-mail, will not be accepted and considered further. Tenderers are requested to note that, for Tenders submitted through the ETB, Tender transmissions not completed before Tender Closing Time shall be treated as late and will not be considered further unless the delay is due solely to a breakdown of the ETB at the Tender Closing Time.

- (n) In case a black rainstorm warning signal or tropical cyclone signal No. 8 or above or “extreme conditions” announced by the Government is/are in force for any duration between 9:00 a.m. (Hong Kong time) and 12:00 noon (Hong Kong time) on the Tender Closing Date, the Tender Closing Time will be extended to 12:00 noon (Hong Kong time) on the next working day.
- (o) In case of blockage of the public access to the location of the Specified Tender Box at any time between 0900 and 1200 hours 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 the Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).
- (p) 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 the Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>).

- (q) Since a society registered or exempted from registration under the Societies Ordinance is not a legal person, only one office-bearer of such society will be accepted as Tenderer acting on in his or her personal capacity, and he or she is required to sign the Offer to be Bound in the Tender Form as part of the tender for that Contract. The Government reserves the right to disqualify a tender which fails to comply with this requirement. The office-bearer who signs the Offer to be Bound will be deemed to submit the tender in his or her personal capacity. If any Contract is awarded to that office-bearer, he or she will be bound by the Contract personally.

4. Essential Requirements

Tenderers must fully comply with each of the following essential requirements, failing which the Tenders shall not be considered.

- (a) A Tenderer must be:
- (i) a company as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the Predecessor Ordinance; or an entity incorporated under any Ordinance of the Laws of Hong Kong as a body corporate; or an office-bearer of a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong). “Predecessor Ordinance” means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as in force from time to time before the commencement of the new Companies Ordinance (Chapter 622 of the Laws of Hong Kong); or
 - (ii) a bona fide non-governmental and non-profit making organisation, charitable institution or trust of a public character which is being exempt from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);
- (b) In respect of each Y.E.S Centre which the Tenderer is bidding, it must nominate three nominees in Part 2 of Schedule A for the following three (3) Key Personnel roles to be deployed at that Y.E.S. Centre:
- (i) one person to be the Centre-in-charge, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Centre-in-charge must be a registered social worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date,

and who must, in the past seven (7) years immediately preceding the Original Tender Closing Date, have at least three (3) aggregate years of work experience in youth services **and** two (2) aggregate years of work experience in the supervision of the operation of a youth centre / youth centres in Hong Kong (“centre supervision”);

- (ii) one person to be the Type A Professional Staff, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Type A Professional Staff must be a registered social worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date, **and** who must, in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1) aggregate year of work experience in youth services in Hong Kong; and
- (iii) one person to be the Type B Professional Staff, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Type B Professional Staff must be a registered social worker with a diploma or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date or a person with a diploma or above in business administration as at the Original Tender Closing Date, **and** who must, in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1) aggregate year of work experience in youth services **and** one (1) aggregate year of work experience gained from self-employment or in providing supporting services for self-employment in Hong Kong.

For the avoidance of doubt, the above three roles shall be **filled by three (3) different individuals with each role to be filled by one individual.** If the Tenderer is bidding for more than one Y.E.S Centre, the persons to be nominated for one Y.E.S Centre must be different from those for the other. If a Tenderer fails to comply with the aforesaid requirement (“relevant Tenderer”), its Tenders for both Y.E.S Centres will not be considered further. This is unless if for either of these Y.E.S Centres, there is no other conforming Tender apart from this relevant Tenderer. If this is the case, this relevant Tenderer (provided that it is the conforming Tenderer for all other requirements) will be awarded with the Contract for the Y.E.S Centre with no other conforming Tender. If other than this relevant Tenderer, there is no other conforming Tenders for both Y.E.S Centres, the Government will award the Contract in relation to the Y.E.S Centre which this relevant Tenderer has obtained the higher combined score and with the invitation to tender for the other Y.E.S Centre to be cancelled.

5. Information and Documents to be Submitted

- 5.1 Tenderers are required to submit together with their tenders including without limitation: for the tender for the Mong Kok Contract, the following information with supporting documents as specified below in or to be attached to Schedules A and B, and where applicable, specific to that Mong Kok Contract; and for the tender for the Kwai Fong Contract, another set of the following information and documents as specified below in or to be attached to another Schedules A and B, and where applicable specific to that Kwai Fong Contract: (even if the information or document to be submitted in both

tenders is the same, the Tenderer shall still have to submit the information and document in each tender.)

5.2 Information of the Tenderer and its Key Personnel (Schedule A)

- (a) documentary proof showing that the Offer to be Bound is duly executed by the Tenderer, such proof shall include (where applicable) the Tenderer's articles of association, certificate of incorporation, certificate of change of name (if any) and the relevant board resolutions authorising the signatory of the Offer to be Bound to sign the Offer to be Bound; the name of the person authorised to sign the Offer to be Bound as shown in the aforesaid board resolution shall be the same as shown in the Offer to be Bound, failing which the Government reserves the power to seek clarification;
- (b) if the Tenderer is an office-bearer of a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), the Certification of Registration of a Society or Certificate of Exemption from Registration of a Society in respect of such society and document confirming that the Tenderer is indeed an office-bearer of such society;
- (c) a brief description of the background of the Tenderer including, without limitation, the date of establishment, core activities, services provided, relevant expertise and experience in youth services since establishment in Part 1(g) of Schedule A;
- (d) documentary proof and detailed information on the qualifications and work experience of the nominated Centre-in-charge gained in Hong Kong in youth services and centre supervisions in the past seven (7) years immediately preceding the Original Tender Closing Date and documentary proof showing the Centre-in-charge is a full time employee of the Tenderer as at the date of Tender submission as required under Clause 4(b)(i) above;
- (e) documentary proof and detailed information on the qualification and work experience of the nominated Type A Professional Staff gained in Hong Kong in youth services in the past three (3) years immediately preceding the Original Tender Closing Date and documentary proof showing the Type A Professional Staff is a full time employee of the Tenderer as at the date of Tender submission as required under Clause 4(b)(ii) above; and
- (f) documentary proof and detailed information on the qualification and work experience of the nominated Type B Professional Staff gained in Hong Kong in youth services and from self-employment or in providing supporting services for self-employment in the past three (3) years immediately preceding the Original Tender Closing Date and documentary proof showing the Type B Professional Staff is a full time employee of the Tenderer as at the date of Tender submission as required under Clause 4(b)(iii) above.

5.3 Technical Proposal (Schedule B)

- (a) A Technical Proposal shall provide for:

- (i) proposals on the employment-related training programmes to be offered for the Contract covering the categories, sub-categories, content, frequency, training hours, teaching methods, trainers and target participants of all the training programmes to be organised during the Implementation Period in Part 1(a) of Schedule B;
- (ii) the Human Resources and Centre Management Plan in Part 1(b) of Schedule B. It shall cover the following information:
 - a. division of responsibility and line of command for each rank of staff;
 - b. measures to ensure the safe and proper use of facilities and services provided at the Y.E.S. Centre by Members;
 - c. transition-in arrangements to take over the management of the Y.E.S. Centre from the existing Operator to ensure continuity of services; and
 - d. transition-out arrangements to handover the management of the Y.E.S. Centre to the Government or new Operator to avoid disruption of services before and after expiry or termination of Contract.
- (iii) the Quality Assurance and Publicity Plan in Part 1(c) of Schedule B. It shall cover the following information:
 - a. measures to monitor the quality of various services to be provided at the Y.E.S. Centre including professional counselling services, career counselling services, training activities and recruitment functions;
 - b. measures to improve the service quality, including collect feedbacks or achieve performance exceeding or in addition to the performance standards set by the Labour Department in Clause 36 of the Service Specifications;
 - c. proposals to reach out to and enrol target users as Members of the Y.E.S. Centre; and
 - d. proposals to encourage Members to make frequent use of the full range of services of the Y.E.S. Centre.
- (iv) the number of the Operator Staff as committed by the Tenderer in Part 1(d) of Schedule B;
- (v) Innovative Suggestion(s) proposed by the Tenderer in Part 1(e) of Schedule B;
- (vi) tenderer's experience in running youth centre(s), or providing school stationing social work service for young people, or providing counselling service given by registered social workers employed by the Tenderer for young people pursuant to service contract(s) in the past seven (7) years immediately preceding the Original Tender Closing Date in Parts 2(a), (b) and (c) of Schedule B together with the documentary proof;
- (vii) experience and qualifications of the Operator Staff as committed by the Tenderers in Part 2(d) of Schedule B together with the documentary proof;
- (viii) the number of Integrated Children and Youth Services Centre(s) operated by the Tenderer as at the day immediately preceding the Original Tender Closing Date and funded by the Social Welfare Department in Part 2(e) of Schedule B

together with the documentary proof; and

- (b) Tenderers are advised to read the Marking Scheme at Annex A to the Terms of Tender for the assessment criteria and the weighting of each such criteria in preparing their proposals.

6. Discrepancies

- 6.1 In the case of Paper-based Tendering, a Tenderer must ensure that there is no discrepancy between the original and the copies of the Tender submitted to the Government. Should any discrepancies be found, the Tender may not be considered further. In addition, for Paper-based Tendering, the Tenderer shall ensure that all such number of sets of Technical Proposals and Price Proposals of the Tender as specified in Clause 3(i) of this Part to be submitted by it are identical. The Government may pick just any one set for the evaluation and for Contract formation purpose on the assumption that all three sets are identical.
- 6.2 The Government will not be responsible for any mislaid submission. Incomplete Tenders or Tenders submitted in a form or manner other than that required in the Terms of Tender may result in the Tender not being considered further.

7. Modification of Tender

- (a) Before the Tender Closing Time, a Tenderer who has lodged a Tender may modify its Tender as considered necessary.
- (b) 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 shall not be altered or erased; any modification shall be effected by striking the incorrect figure or word and inserting the correct figure or word in manuscript above the original figure or word. All such amendments shall be initialed by the Tenderer in manuscript.

- (c) 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.

8. Submission of Document for Financial Vetting and Contract Deposit

- (a) If the Total Estimated Operating Fee as set out in Schedule C is over HK\$15 million, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. Where financial vetting is required, upon request by the Government, within seven (7) days of such request, Tenderer

is required to submit the following financial documents to facilitate financial vetting at the sole discretion of the Government:

- (i) 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 Tender Submission Date. The audited accounts must comply with the following requirements:
 - a. 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 (Chapter 622 of the Laws of Hong Kong).
 - b. The latest audited accounts must be for a period ending no more than eighteen (18) months before the Tender Submission Date.
 - c. 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.
 - d. All such accounts must have been audited by a Hong Kong Certified Public Accountant/Public Accountant whose name appears on the gazetted list of Certified Public Accountants/Public Accountants and who must not be an associate or associated person of the Tenderer.
- (ii) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or a director of the Tenderer, or (ii) certified public accountants or other accountants acceptable to the Government as mentioned in Clause 8(a)(i)(a) above.
- (iii) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the Tenderer during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will perform the Contract. The projected accounts and statements must comply with the following requirements:
 - (a) For a company, they should be certified by a director or company secretary. For a joint venture or partnership, separate

certification from each member of the joint venture or partnership is required.

- (b) The assumptions used in preparing the projections shall be reasonable and shall be clearly stated. All the supporting schedules and detailed calculations shall also be provided.
 - (c) The assumptions by the Government included in the Tender Documents shall be reflected in the Tenderer's projections.
 - (iv) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by the Government) and stipulating the expiry date of the facilities.
 - (v) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
 - (vi) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.
- (b) Tenderers shall upon the request in writing by the Government provide the documents mentioned in Clause 8(a) above and any other financial and corporate information as required by the Government for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by the Government.
 - (c) If the preferred Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a bank guarantee in Hong Kong dollars in an amount equivalent to two percent (2%) of the Total Estimated Operating Fee in accordance with Clause 8(e)(ii) of the Terms of Tender.
 - (d) If the preferred Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong dollars in an amount equivalent to five percent (5%) of the Total Estimated Operating Fee in accordance with Clause 8(e)(iii) of the Terms of Tender.
 - (e) The amount of the Contract Deposit payable by the Tenderer shall be determined as follows:
 - (i) If the Total Estimated Operating Fee payable by the Government to the preferred Tenderer as set out in Schedule C exceeds HK\$1.36 million, but is less than or equals to HK\$15 million, as security for the due and faithful

performance of the Contract by the preferred Tenderer, the preferred Tenderer shall deposit with the Government via the Commissioner for Labour, within fourteen (14) days from the date of the notification of conditional acceptance, an amount equivalent to two percent (2%) of the Total Estimated Operating Fee as set out in Schedule C.

- (ii) If the Total Estimated Operating Fee payable by the Government to the preferred Tenderer exceeds HK\$15 million as set out in Schedule C and if the preferred Tenderer passes the financial vetting, as security for the due and faithful performance of the Contract by the preferred Tenderer, the preferred Tenderer shall deposit with the Government via Commissioner for Labour, within fourteen (14) days from the date of notification of conditional acceptance, an amount equivalent to two percent (2%) of the Total Estimated Operating Fee as set out in Schedule C.
 - (iii) If the Total Estimated Operating Fee payable by the Government to the preferred Tenderer exceeds HK\$15 million as set out in Schedule C and if the preferred Tenderer fails the financial vetting or in cases where the financial information available is inadequate for a meaningful assessment of the preferred Tenderer's financial capability to fulfil the Contract requirements to be conducted, as security for the due and faithful performance of the Contract by the preferred Tenderer, the preferred Tenderer shall deposit with the Government via Commissioner for Labour, within fourteen (14) days from the date of notification of conditional acceptance, an amount equivalent to five percent (5%) of the Total Estimated Operating Fee as set out in Schedule C.
- (f) If the preferred Tenderer elects to pay the Contract Deposit by way of a bank guarantee, the proposed guarantor and the form and substance of the bank's guarantee must be subject to the acceptance of the Government. Without prejudice to the generality of the foregoing, the bank guarantee must comply with the following:
- (i) it must be issued by a bank that holds a valid banking licence issued under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to the Government;
 - (ii) unless otherwise agreed by the Government, it must be on the terms set out at Part 5 - Schedule D; and any authorisation used by the bank for the execution of the bank guarantee shall be acceptable to the Government;
 - (iii) the bank guarantee shall come into effect as soon as it is delivered to the Government in fulfilment of the conditions specified in the notification of conditional acceptance.
- (g) A Tenderer shall elect the method of providing a Contract Deposit in Part 2 of Schedule C. In the event that the preferred Tenderer fails to elect the method of providing a Contract Deposit, it will be assumed that the preferred Tenderer will pay the Government the Contract Deposit in cash.

- (h) If the preferred Tenderer fails to pay the Contract Deposit in the manner and within such time as specified in Clauses 8(e) and 8(f) of Terms of Tender, the Government shall be at liberty to award the Contract to any other Tenderer, to re-conduct the evaluation, cancel this Invitation to Tender and to issue a new invitation to tender or to take such other action as the Government deems fit.

9. Tender Evaluation and Marking Scheme

- (a) Tenders will be evaluated in accordance with the “Tender Evaluation Procedures, Criteria and Marking Scheme” at Annex A to the Terms of Tender. Separate evaluations will be conducted in respect of tenders for the Mong Kok Contract, and in respect of tenders for the Kwai Fong Contract. Unless otherwise acceptable to the Government, a tender for one Contract will be evaluated strictly on the basis of the contents set out in that tender; and no cross-reference will be made by the Government in the course of its evaluation of the tenders to any other tender which may be submitted by the same Tenderer.
- (b) The Government may, at its sole and absolute discretion, accept one or more of the proposals (including Innovative Suggestions) submitted in Schedule B by the successful Tenderer. All proposals so submitted shall form an integral part of the Contract. The successful Tenderer is bound to perform all such proposals (including Accepted Innovative Suggestions).

10. Briefing Session and Site Visit

Tenderers are invited to attend a tender briefing session to acquaint themselves with the tender requirements. The briefing session will be held at 3:00 p.m. on 20 February 2025 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. Tenderers are required to complete and return the Reply Form at Schedule E via fax by 12:00 noon of 19 February 2025. Tenderers are strongly advised to attend the briefing session and conduct site visit afterwards on the same date stated hereinabove.

11. Tenders to Remain Open

- (a) Tenders shall remain open for acceptance by the Government two hundred and ten (210) days after the Tender Closing Date (“Tender Validity Period”). **Without prejudice to other rights and claims of the Government, where a Tenderer rejects this Tender Validity Period or counter-proposes a shorter validity period, its Tender will not be considered further.**
- (b) If a Tenderer withdraws its Tender before expiry of the Tender Validity Period, without prejudice to other rights and claims of the Government, due notice will be taken of the Tenderer’s action which may prejudice its future standing as a Government contractor.

12. Monthly Operating Fee

- (a) The Monthly Operating Fee to be quoted by Tenderers **shall only be shown on the Price Proposal** and are to be shown in Hong Kong dollars. Such Monthly

Operating Fee payable over a billing period shall be and deemed to be all-inclusive of all amounts chargeable for the performance by the Tenderer of all obligations as stated in the Contract for or concerning or in relation to all Services during such billing period including without limitation the Accepted Innovative Suggestions. Where an Accepted Innovative Suggestion does not concern any of the Services, all Monthly Operating Fees payable over the entire Implementation Period shall include and be deemed to include all charges payable for such Accepted Innovative Suggestion. No separate amount shall be payable for any Accepted Innovative Suggestion.

- (b) The Monthly Operating Fee quoted in the Price Proposal for a Contract must remain valid throughout the duration of that Contract. No request for price variation will be considered during the continuance of that Contract.
- (c) Prices quoted by a Tenderer shall only be shown in the Price Schedule. In accordance with the deeming provisions as set out in Clauses 12(a) and (b) above, the Tenderer shall not submit any separate price quotation on top of the Monthly Operating Fee including any charge for innovative suggestions. Any separate price quotation submitted in contravention of the aforesaid restriction shall be disregarded and will not form part of the Contract, or otherwise the Tender will be disqualified.
- (d) Tenderers should make certain the Monthly Operating Fee quoted is accurate before submitting their quotations. Under no circumstances will the Government be obliged to accept any request for price adjustment on grounds that a mistake has been made.

13. The Government's Request for Information from Tenderers

In the event that the Government Representative determines that

- (a) clarification in relation to any part of Tender is necessary; or
- (b) a document or a piece of information, other than those specified in paragraph 2 of Annex A to the Terms of Tender, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. The Tenderer shall within five (5) working days from the date of the request or within such other period as specified in the request submit the clarification, information or document. If the clarification or information or document is not provided by the aforesaid deadline, the Tender may not be considered further. As an alternative to seeking clarification or submission, the Government may, depending on the importance of the missing information to the Government, at its sole and absolute discretion, disqualify the tenders or proceed to evaluate the tenders on an as-is basis. Notwithstanding the foregoing, if any item specified in paragraph 2 of Annex A to the Terms of Tender is missing or the Monthly Operating Fee quotation is missing from the Tender, that Tenderer will not be considered further and no request for resubmission will be made ("Exclusion from Resubmission"). Notwithstanding this Exclusion from Resubmission, subject to the notes that stated at the end of the Offer to be Bound in Part 6 of the Tender Form, any other discrepancy or missing information is not subject to this Exclusion from

Resubmission and may be clarified under Clause 13(a) or requested under Clause 13(b) above; any missing date of the Offer to be Bound shall be deemed as the Tender Closing Date without the need for any clarification.

14. Acceptance and Award of Contract

- (a) Separate Contract will be awarded for the management of each Y.E.S. Centre. Without prejudice to the rights and powers of the Government under the Tender Documents, the Tenderer which has attained the highest overall score as evaluated in accordance with the “Tender Evaluation Procedures, Criteria and Marking Scheme” at Annex A to the Terms of Tender in relation to a Contract will normally be awarded with that Contract (“preferred Tenderer”). If a Tenderer has obtained the highest overall score for both Contracts, both of them will normally be awarded to that same Tenderer.
- (b) The preferred Tenderer will receive a notification of conditional acceptance (“notification of conditional acceptance”), by fax and by post, from the Government notifying the Government’s conditional acceptance of its Tender for the Y.E.S. Centre(s) specified therein subject to:
 - i. the preferred Tenderer’s payment of the Contract Deposit within 14 days from the date of the notification of conditional acceptance in accordance with Clauses 8(e) and 8(f) of the Terms of Tender; and
 - ii. the fulfilment by the preferred Tenderer of any other condition(s) as the Government Representative may specify in the notification of conditional acceptance by the deadline specified therein.

The notification of conditional acceptance will lapse and be of no effect should the preferred 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 re-conduct the evaluation, cancel this Invitation to Tender and to issue a new invitation to tender or to take such other action as the Government deems fit.

- (c) Upon and subject to the preferred Tenderer having duly complied with the conditions referred to in Clause 14(b) above and such other conditions as may be specified in the notification of conditional acceptance by the deadlines specified therein, the Government will issue an unconditional acceptance to the preferred Tenderer in the form of the Memorandum of Acceptance in Part 7 of the Tender Form. Upon such issue, a legally binding Contract in relation to the Contract awarded will be constituted between the Government and the successful Tenderer. A copy of each of the documents constituting the Contract will subsequently be issued to the successful Tenderer for record.
- (d) Tenderers who do not receive any notification of unconditional acceptance within the Tender Validity Period may assume that their Tenders have not been accepted.

15. Offers to be Bound

- (a) All parts of the Tender submitted and offered by the Tenderer shall be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its Tender. In the event that a Tenderer discovers an error in its Tender after the Tender has been deposited, the Tenderer may correct the same in the manner specified in Clause 7 of the Terms of Tender. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Time.
- (b) Should it be found on examination by the Government after the Tender Closing Date, that a Tenderer has made errors in the figures stated in its Tender, the Tenderer may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.

16. Negotiations

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

17. Saving

- (a) Without prejudice to the Government's right to cancel this Invitation to Tender exercise at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, the Government is not bound to accept any conforming tenders and reserves the right to cancel this Invitation to Tender.
- (b) Upon cancellation of this Invitation to Tender, the Government reserves the right to re-issue the Invitation to Tender (on such terms and conditions as it considers fit), or directly appoint another contractor to take up the Services (through whatsoever and howsoever means), or to itself undertake the Services internally within the Government.
- (c) The Government reserves the right to accept all OR any part of any tenders at any time within the period mentioned in Clause 11 of the Terms of Tender.
- (d) The Government may elect at its sole option to reject any of the tenders, if in its opinion, the Tenderer is incapable of undertaking or fulfilling the Contract.
- (e) A Tenderer should study all attachments to these Tender Documents (including the Annexes, Appendixes, Attachments and Contract Schedules) carefully before submitting its Tender. The Tenderer should note that all information and statistics 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 (including the Government Representative) gives no warranty, statement or representation, expressed or implied, as to the accuracy, availability, completeness, usefulness or future changes of such Information. 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.

18. Licence to Use the Materials Submitted by Tenderers and Documents of Unsuccessful Tenderers

- (a) A Tender once submitted will become the property of the Government. In consideration of the Government considering its Tender, without prejudice to all other rights and powers of the Government under the Tender Documents (including in particular its right to disclose information in the Tenders) and under the Contract, each Tenderer hereby grants and shall upon the demand of the Government at the Tenderer's cost procure that the lawful owner or authorised person of the relevant Intellectual Property Rights will grant, to the Government, its assigns, successors-in-title and authorised users, a royalty-free, non-exclusive, irrevocable, sub-licensable, transferable, world-wide, unrestricted right and licence to use or exercise all or any Intellectual Property Rights subsisting in its Tender for the purposes of tender evaluation and for all other purposes incidental thereto or in connection therewith (including resolution of any dispute arising from the Invitation to Tender). Such right and licence shall continue to subsist so long as all or any Intellectual Property Rights subsist in the Tender (or any part thereof) under any applicable law, including the laws of Hong Kong. Where there is any presentation or demonstration, the aforesaid right and licence shall extend to such presentation and/or demonstration to be conducted by the Tenderer.
- (b) Documents of unsuccessful Tenderer(s) may be destroyed three (3) months after the Contract has been awarded.

19. Consent to Disclosure

- (a) 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.
- (i) a brief description of the Services provided or to be provided by the successful Tenderer;
- (ii) the Total Estimated Operating Fee and any other fees, cost and expense payable to the successful Tenderer pursuant to the Contract;
- (iii) the engagement by the Government of the successful Tenderer under the Contract and the name and address of the successful Tenderer; and
- (iv) the date of award of the Contract.

- (b) Nothing in Clause 19(a) 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(a) 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:
- (i) the disclosure of any information to any public officer or public body as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by the Government (including agents, advisers, contractors and consultants);
 - (ii) the disclosure of any information already known to the recipient;
 - (iii) the disclosure of any information which is public knowledge (including because of any disclosure under Clause 19(b)(i) above);
 - (iv) the disclosure of any information regarding anti-competitive collusive conduct to the Competition Commission of Hong Kong (and other authorities as relevant); or
 - (v) without prejudice to the power of the Government under Clause 19(a) above, to the extent the information relates to or concerns a Tenderer, with the prior written consent of that Tenderer.

20. Personal Data Provided

- (a) All personal data provided in a Tender will be used by the Government for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract, resolution of any dispute arising from the Invitation to Tender, and the disclosure pursuant to Clause 19 of the Terms of Tender).
- (b) By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by the Government of the personal data for the purposes set out in Clause 20(a) above, or the disclosure pursuant to Clause 19 of the Terms of Tender.
- (c) An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- (d) Enquiries concerning the personal data collected by means of the Invitation to

Tender, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the Labour Department.

21. Contractors' Performance Monitoring

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders or quotation exercises are evaluated.

22. Warranty against Collusion

- (a) 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 22(b) below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Schedule G titled as such) as part of its Tender.
- (c) In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 22(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 22(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (i) reject the Tenderer's tender;
 - (ii) if the Government has accepted the tender, withdraw its acceptance of the tender; and
 - (iii) if the Government has entered into the contract with the Tenderer, terminate the contract.
- (d) 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, warranties and/or undertakings in Clause 22(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 22(b) above.
- (e) A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 22(a) above or in Non-collusive Tendering Certificate submitted by it under Clause 22(b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under Clauses 22(c) to 22(e) above are in addition to and without prejudice to any other rights or remedies available to it against

the Tenderer.

23. Warning against Bribery

- (a) The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- (b) 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 (Chapter 201 of the Laws of Hong Kong) 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.

24. Cost of Tender

Each Tenderer shall submit its Tender at its own cost and expense. The Government shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender and the doing of all acts required for the purpose of this Invitation to Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to the Government, (b) site visits or surveys made by the Tenderer, (c) presenting the Tenderer's reference sites and equipment to the Government Representative during the site visits, and (d) provision of tender samples, whether before or after the Tender Closing Time.

25. Tender Addendum

Should the Government require any amendments, clarifications or adjustments to be made to the Tender Documents for the purpose of this Invitation to Tender, the Government will issue to every prospective Tenderer, who has registered with the Government when obtaining copies of the Tender Documents, numbered addenda giving full details of such amendments. The prospective Tenderer shall acknowledge receipt of these addenda. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form a part of the Contract and shall take priority over the documents previously issued.

26. Tenderer's Enquiries

- (a) Any enquiries from Tenderers concerning the terms and conditions of these Tender Documents shall be made in writing at least five (5) working days before the Tender Closing Date and reach to the following by post, email or fax stated below:

Youth Employment Division
Labour Department
(Attn: LO(YE)7)

Fax No.: 2119 9820
E-mail : lo_ye_7@labour.gov.hk
Address: Youth Employment Division
Labour Department
12/F, Harbour Building,
38 Pier Road, Central, Hong Kong

- (b) 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 the Y.E.S. at www.e-start.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.
- (c) After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or these Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- (d) Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a potential Tenderer shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Tenderer or potential Tenderer to rely on such statement. No such statement shall form part of the Tender Documents or alter, negate or constitute a waiver of any provision of the Tender Documents.

27. Tenderer's Commitment

All Tenders, proposals, information and responses submitted by each Tenderer shall be the representation of the Tenderer and may be incorporated into and made part of the Contract to be made between the Government and the successful Tenderer in such manner as the Government considers appropriate. The Government may, and, in submitting a Tender, the Tenderer irrevocably authorises the Government to, make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without the need to obtain any prior agreement of the successful Tenderer.

28. 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.

29. Disqualification of Tenders

The Government reserves the right to disqualify or not to consider further a Tender that directly or indirectly attempts to preclude or limit the effect of any provisions of these Terms of Tender.

30. Complaints about Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Commissioner for Labour who will personally examine the complaint and refer it to the approving authority or relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

31. Environment Friendly Measures

Tenderers are encouraged to minimise the impact of their activities on the environment and to observe the general guidelines in Guidance Note GN (Environmental Protection) at Annex C to the Terms of Tender. The following environment friendly measures are recommended in the preparation of the documents relating to the Tender –

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

Annex A - Tender Evaluation Procedures, Criteria and Marking Scheme

Annex B - Tenderer's Plans and Proposals

Annex C - Guidance Note (Environmental Protection)

Annex A**Tender Evaluation Procedures, Criteria and Marking Scheme**

A two-envelope approach with a technical to price weighting of **60:40** will be adopted for tender evaluation whereby price assessment will be conducted separately and subsequent to technical assessment. All calculations of marks and scores will be rounded to two decimal places during tender assessment (i.e. figures with the values 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 the values at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the values at the second decimal place). Without prejudice to other rights and powers of the Government under the Tender Documents, tenders for management of each Y.E.S. Centre will be evaluated separately in the following manner:

Stage 1 – Completeness Check on the Tender Offers Submitted

2. After the receipt of the original tenders from the tender opening team, the Tender Assessment Panel of the Department will check whether the documents and the information required in the Terms of Tender have been submitted. Failure to submit any of the following documents and/or information on or before the Tender Closing Time will render a Tender non-conforming and not to be considered further:

- (a) (for Paper-based Tendering), an originally signed Offer to be Bound in Part 6 of the Tender Form containing an original signature by or on behalf of the Tenderer; or (for Electronic Tendering) the box signifying the Tenderer's agreement with Offer to be Bound in Part 6 of the Tender Form must have been checked;
- (b) Schedule A: the full names of the three different nominees for the three Key Personnel roles in Part 2 of such Schedule completed;
- (c) Schedule B: one or more pieces of information requested in the Technical Proposal completed; and
- (d) Schedule C: the amount of the Monthly Operating Fee in Price Schedule completed (Please note that the completeness check of the content of Schedule C – Price Proposal shall be done further in Stage 4).

2A. In addition, a Tenderer which has failed to submit any information or document required in Schedule A (other than the information mentioned in (b) above) or (in the case that the Tenderer is an office-bearer of a society) Schedule F or (in the case of Paper-based Tenderer) an original signed Schedule G, whether by the Tender Closing Time or upon subsequent request, the Tenderer's tender will not be considered further.

Stage 2 – Assessment of Compliance with the Essential Requirements

3. The Tender Assessment Panel will check the Tenderers which have passed Stage 1 to determine their compliance with all essential requirements as set out in Clause 4 of the Terms of Tender and repeated below. A Tenderer which fails to comply with **ALL** essential requirements will not be considered further (i.e. a Tenderer which fails to pass Stage 2 evaluation). Those Tenderers which have passed Stage 1 and Stage 2 evaluations will proceed to Stage 3 evaluation.

- (a) A Tenderer must be:
- (i) a company as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the Predecessor Ordinance; or an entity incorporated under any Ordinance of the Laws of Hong Kong as a body corporate; or an office-bearer of a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong). “Predecessor Ordinance” means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as in force from time to time before the commencement of the new Companies Ordinance (Chapter 622 of the Laws of Hong Kong); or
 - (ii) a bona fide non-governmental and non-profit making organisation, charitable institution or trust of a public character which is being exempt from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);
- (b) In respect of each Y.E.S Centre which the Tenderer is bidding, it must nominate three nominees in Part 2 of Schedule A for the following three (3) Key Personnel roles to be deployed at that Y.E.S. Centre:
- (i) The Tenderer must nominate one person to be the Centre-in-charge, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Centre-in-charge must be a registered social worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date, **and** who must, in the past seven (7) years immediately preceding the Original Tender Closing Date, have at least three (3) aggregate years of work experience in youth services **and** two (2) aggregate years of work experience in the supervision of the operation of a youth centre / youth centres in Hong Kong (“centre supervision”);
 - (ii) The Tenderer must nominate one person to be the Type A Professional Staff, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Type A Professional Staff must be a registered social worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date, **and** who must, in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1) aggregate year of work experience in youth services in Hong Kong; and
 - (iii) The Tenderer must nominate one person to be the Type B Professional Staff, who must be employed by the Tenderer on a full-time basis as at the date of Tender submission. The nominated Type B Professional Staff must be a registered social worker with a diploma or above in social work recognised by the Social Workers Registration Board (<https://www.swrb.org.hk/en/hk.asp>) as at the Original Tender Closing Date or a person with a diploma or above in business administration as at the Original Tender Closing Date, **and** who must, in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1)

aggregate year of work experience in youth services **and** one (1) aggregate year of work experience gained from self-employment or in providing supporting services for self-employment in Hong Kong.

For the avoidance of doubt, the above three roles shall be **filled by three (3) different individuals with each role to be filled by one individual**. If the Tenderer is bidding for more than one Y.E.S Centre, the persons to be nominated for one Y.E.S Centre must be different from those for the other. If a Tenderer fails to comply with the aforesaid requirement (“relevant Tenderer”), its Tenders for both Y.E.S Centres will not be considered further. This is unless if for either of these Y.E.S Centres, there is no other conforming Tender. If this is the case, this relevant Tenderer (provided that it is the conforming Tenderer for all other requirements) will be awarded with the Contract for the Y.E.S Centre with no other conforming Tender apart from this relevant Tenderer. If other than this relevant Tenderer, there is no other conforming Tenders for both Y.E.S. Centres, the Government will award the Contract in relation to the Y.E.S Centre which this relevant Tenderer has obtained the higher combined score and with the invitation to tender for the other Y.E.S Centre to be cancelled.

Explanatory Notes for Stage 2 – Assessment of Compliance with the Essential Requirement

4. Counting of Experience of Key Personnel

For the purpose of Tender evaluation, experience of Key Personnel of a Tenderer (i.e. Centre-in-charge and Types A and B Professional Staff) shall be counted as at the Original Tender Closing Date and the following shall apply:

- (a) in relation to the experience of Key Personnel referred to Clause 4(b) of the Terms of Tender and repeated in paragraph 3(b) above, only those services that were rendered in Hong Kong will be counted. Experience acquired from overseas operation will not be considered;
- (b) subject to paragraph (d) below, only the experience with a period of not less than thirty (30) consecutive days will be counted;
- (c) subject to sub-paragraph (b) above and sub-paragraph (e) below, all experience of a nominee of a Key Personnel role is counted in calendar days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of complete years (i.e. each complete year with 365 days) covered by such total period with any remainder period of experience in days which falls short of one complete year of 365 days to be ignored;
- (d) for the purpose of counting the experience, the number of days include intervening holidays or inclement weather warning days on which no services were normally required to be delivered;
- (e) For counting of the experience of the nominated Centre-in-charge or Types A or B Professional Staff, if the nominated person has undertaken the relevant services in different locations or under different contracts, there shall be **no**

double counting of the length of experience during overlapping periods.

- (f) Documentary evidence to the satisfaction of the Government shall be provided for substantiation of the experience claimed. Any experience which is not supported with evidence will not be considered.
- (g) The term “youth services” as appearing in paragraph 3 above shall mean (a) employment as a social worker or centre-in-charge or supervisor with a youth centre; or (b) providing school stationing social work service for young people; or (c) providing counselling service as a social worker for young people.
- (h) If the Tenderer has committed to a higher number of any of the Key Personnel role than the minimum one, it is not required that the Tenderer shall propose nominees for the excess number. However, the nominee for the excess number as committed in Part (1)(d) of Schedule B must still comply with the minimum qualification and experience requirements for such Key Personnel role as stated in Clause 27 of the Service Specifications.
- (i) Where during the Tender Validity Period, a Tenderer’s proposed nominee for the role of the Key Personnel as proposed in Part 2 of Schedule A will no longer serve as such 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 the successful Tenderer, it shall be obliged to provide another nominee to replace the outgoing nominee with qualification and experience as at the Original Tender Closing Date which are not less than those possessed by the outgoing nominee (unless and to the extent waived by the Government).

Stage 3 – Technical Assessment

5. All tenders which have passed Stage 2 will be evaluated by the Tender Assessment Panel (“Panel”) under this Stage. A marking scheme will be used by the Panel to conduct the technical assessment. Before submitting their tenders, Tenderers are advised to note the marking scheme set out from pages 36 to 53.

6. The submission of such part of the Technical Proposal using the form of Schedule B shall not be more than 35 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.

7. The maximum total technical marks are **100** and are divided into two 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 16 marks for Assessment Criteria 1 to 5 in Part A (excluding the marks for innovative suggestions). Tenders which fail to score 16 marks for Assessment Criteria 1 to 5 in Part A (excluding the marks for

innovative suggestions) will be disqualified and will not be considered further.

Assessment Criteria#		Maximum Marks (M)	Weighting (W)					Marks Scored (M x W)
			1	0.75	0.5	0.25	0	
Part A Execution Plan								
1.	Diversity of the proposed employment-related training programmes offered by the Tenderer							
	(a) Number of categories of the proposed employment-related training programmes covered (See Note 1)	4						
	(b) Number of sub-categories of the proposed employment-related training programmes under each category mentioned above (See Note 2)	12						
2.	Diversity of the teaching methods proposed for conducting the employment-related training programmes offered by the Tenderer (See Note 3)	6						
3.	The Human Resources and Centre Management Plan (See Note 4)	20						
4.	The Quality Assurance and Publicity Plan (See Note 4)	20						
5.	Number of Operator Staff proposed by the Tenderer above the minimum requirements (See Note 5)	5						
6.	Innovative Suggestions							
	(a) Pro-innovation Proposals – directly relevant to the Services (see Note 6)	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 and need not be innovative (see Note 6)	5						
Sub-total for Part A (Passing Mark for Assessment Criteria 1 to 5)		85 (16)						

Assessment Criteria#	Maximum Marks (M)	Weighting (W)					Marks Scored (M x W)
		1	0.75	0.5	0.25	0	
Part B Experience of Tenderer							
7.	Aggregate number of years of the Tenderer's experience in all or any one of the following aspects (see Notes 7 and 8): • Running youth centre(s); or • Providing school stationing social work service for school(s) for young people; or • Providing counselling service given by registered social workers employed by the Tenderer for young people pursuant to service contract(s).	5					
8.	Qualifications of the Operator Staff as proposed by the Tenderer above the minimum requirements (See Note 9)	5					
9.	Number of Integrated Children and Youth Services Centre(s) operated by the Tenderer (See Note 10)	5					
Sub-total for Part B		15					
TOTAL TECHNICAL MARK		100					

In case Tenderers indicated in the tender returns that they may apply for the Enhanced Supplementary Labour Scheme, for the avoidance of doubt, marks will not be given to any proposal which is made solely to comply with the requirements under the Enhanced Supplementary Labour Scheme administered by the Labour Department.

A Tender which has passed Stage 3 – Technical Assessment shall be considered as a conforming Tender. A maximum weighted technical score of 60 will be allocated to the Tenderer with the highest total technical mark, while the weighted technical score for other Tenderers will be calculated by the following formula:

$$60 \times \frac{\text{Total technical mark of the conforming tender being assessed}}{\text{The highest technical mark amongst all conforming tenders}}$$

Explanatory Notes for Stage 3 – Technical Assessment

Note 1: Notes for Assessment Criterion 1(a)

Employment-related training programmes proposed by the Tenderer in Schedule B to be organised by the Tenderer at least once in a year shall fall under all or any one or more of the four categories, namely 1) soft skills to enhance personal development and employment sustainability, 2) job hunting and related skills to enhance employability, 3) job specific skills, and 4) self-employment support. Weighting will be given in accordance with the number of categories covered:

<u>Weighting</u>	<u>Number of categories covered</u>
1	4
0.75	3
0.5	2
0.25	1
0	0

Note 2: Notes for Assessment Criterion 1(b)

Diversity of employment-related training programmes will also be assessed based on the number of sub-categories under each category proposed for Assessment Criterion 1(a) above concerning employment-related training programmes proposed by the Tenderer in Schedule B and to be organised by the Tenderer at least once in a year. When the numbers of sub-categories for each of the categories (up to four) proposed by the Tenderer are different, the weighting to be awarded will only be determined based on the category(ies) each with the least number of sub-categories being proposed among the other categories. Examples of sub-categories of employment-related training programmes under each category are:

- Soft skills: career planning, communication skills
- Job hunting and related skills: career talk, curriculum vitae building
- Job specific skills: junior photographer assistant, wedding planner
- Self-employment support: marketing techniques, writing business proposals

Weighting will be given in accordance with the following:

No. of categories proposed under Assessment Criterion 1(a)	Weighting		
	No. of sub-categories under each category		
	≥ 5	3 to 4	≤ 2
= 4	1	0.75	0.5
= 3	0.75	0.5	0.25
≤ 2	0.5	0.25	0

Please refer to the following examples for awarding marks:

No. of categories proposed under Assessment Criterion 1(a) (total: 4)	No. of sub-categories under each category		
	<i>example 1</i>	<i>example 2</i>	<i>example 3</i>
Soft skills	5	3	6
Job hunting and related skills	5	3	4
Job specific skills	5	3	2
Self-employment support	5	3	6
Weighting scored:	1	0.75	0.5

Note 3: Notes for Assessment Criterion 2

Diversity of teaching methods will be assessed by number of types of teaching methods such as lecture, group discussion, role play, visit, practicum, etc proposed for conducting the employment-related training programmes proposed by the Tenderer in Schedule B. Weighting will be given in accordance with the number of types of teaching methods proposed:

<u>Weighting</u>	<u>Number of types of teaching methods</u>
1	above 5
0.75	4 to 5
0.5	2 to 3
0.25	1
0	0

Note 4: Notes for Assessment Criteria 3 and 4

Tenderers' proposed Human Resources and Centre Management Plan and proposed Quality Assurance and Publicity Plan (each a "proposed plan") will be individually assessed and awarded a separate weighting in accordance with the following rule:

1	The proposed plan is <u>practicable</u> and provides <u>detailed information</u> on <u>all four</u> items.
0.75	The proposed plan is <u>practicable</u> and provides <u>detailed information</u> on <u>three</u> items <u>but no or brief information</u> on the remaining item.
0.5	The proposed plan is <u>practicable</u> and provides <u>detailed information</u> on <u>two</u> items <u>but no or brief information</u> on the remaining items.
0.25	The proposed plan is <u>practicable</u> and provides <u>detailed information</u> on <u>one</u> item <u>but no or brief information</u> on the remaining items.
0 (Poor)	The proposed plan is <u>impracticable</u> or <u>fails to provide information</u> on <u>any of the items or just brief information</u> only.

The term "items" in relation to each type of proposed plan shall comprise those as specified in Annex B – "Tenderer's Plans and Proposals" to the Terms of Tender for that type of proposed plan and there are a total of four items for each of such proposed plan.

Note 5: Notes for Assessment Criterion 5

Marks will be given for provision of Operator Staff by the Tenderer above the minimum of nine (9) as specified in Part 1(d) of Schedule B. To be counted as an additional Operator Staff, the proposed staff member(s) shall be stationed at the Y.E.S. Centre throughout the Implementation Period on regular basis (full time or part time). Trainers for a specific course will not be scoring marks.

- a) 1 merit point for each additional full time Centre-in-charge or Professional Staff member; for part time, merit points will be given on a pro rata basis.
- b) 0.5 merit point for each additional full time Counter/Clerical Staff member; for part time, merit points will be given on a pro rata basis.

The expression "full time" shall mean in relation to a proposed Operator Staff member, he or she will be on duty at the Y.E.S. Centre for a minimum of 44 hours (including meal breaks each lasted for an hour) per week. Any proposed part time Operator Staff member will be given

merit point in accordance with hours proposed to be spent at the Y.E.S. Centre per week as against 44 hours of a full time Operator Staff member. If a Tenderer commits to deploy additional part time Operator Staff member to station at the Y.E.S. Centre for not less than 9 hours a day, an hour meal break per day will be given to such part time member of the Tenderer, and the aforesaid hour for meal break shall be counted towards the assessment of the merit point. For example, a Tenderer commits to provide one additional part time Professional Staff member who is going to station at the Y.E.S. Centre for 18 hours per week and 9 hours per day throughout the contract period, will be given 0.41 merit point (i.e. 1 merit point x 18 hrs / 44 hrs = 0.41 merit point).

Weighting will be given in accordance with the total merit points given to additional staff as committed by the Tenderer:

<u>Weighting</u>	<u>Total merit points achieved</u>
1	> 1.5
0.75	> 1 & ≤ 1.5
0.5	> 0.5 & ≤ 1
0.25	> 0 & ≤ 0.5
0	= 0

Note 6: Notes for Assessment Criterion 6

Tenderers are encouraged to make Pro-innovation Proposals and propose ESG Proposals. Marks for innovative suggestions will be given to Pro-innovation Proposals and ESG Proposals. All the instructions about the submission of these proposals are set out in Schedule B under the heading “Innovative Suggestions”.

- (a) Pro-innovation Proposals which are considered directly relevant to, effective and practicable in improving and enhancing the services delivery by the Y.E.S. Centres. The benefits that this type of Pro-innovation Proposals shall bring about are not pre-defined for tender assessment. Pro-innovation Proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable. Tenderers may propose Pro-innovation Proposals, which may not necessarily be technology-related, bringing positive values and/or benefits in terms of any of the following:
- attaining better quality of the services to be provided at the Y.E.S. Centre;
 - boosting of Members’ satisfaction with the services of the Y.E.S. Centre;
 - attracting more target young people to become Y.E.S. Members and increasing its utilisation;
 - promoting the services and activities of the Y.E.S. Centre; and
 - any other benefits that can enhance the effectiveness of the Y.E.S. Centre and the achievement of its performance standards set by the Labour Department in Clause 36 of Service Specifications or outcome indicators proposed by the Tenderer(s).

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

(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 and need not be innovative, but can bring about positive values and/or benefits to the Government or the public at large. Such positive values or benefits may include, inter alia, the following:

- environmental protection;
- social responsibility; and/or
- governance.

Assessment will be based on the number of ESG Proposals proposed by the Tenderer in Schedule B which are considered effective and practicable in bringing about positive values and/or benefits to the Government or the public at large. A proposal proposing to hire a person with disability but not required to perform any of the Services will not be treated as an ESG proposal.

Scoring rules for both Pro-innovation Proposals and ESG Proposals unless otherwise specified:

- Pro-innovation proposals will also be assessed in comparison to the current/conventional mode of service delivery adopted by the Government. Marks will not be given to any Pro-innovation Proposal which is commonly found in the market and/or already implemented under the existing contract (where applicable).
- Marks will not be given to any Pro-innovation Proposal or ESG Proposal which (i) a Tenderer or its proposed sub-contractor will neither be capable of nor responsible for implementation; or (ii) inconsistent with the requirements of the Contract.
- For Pro-innovation Proposals meeting the requirements under (a) above of this Note (6), weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Number of effective and practicable Pro-innovation Proposals in the proposed plan</u>
1	4 or above
0.75	3
0.5	2
0.25	1
0	0

- For ESG Proposals meeting the requirements under (b) above of this Note (6), weighting will be given in accordance with the following rule:

<u>Weighting</u>	<u>Number of effective and practicable ESG Proposals in the proposed plan</u>
1	4 or above
0.75	3
0.5	2
0.25	1
0	0

- ESG Proposals involving deployment of persons with disability will only score marks if these persons are assigned to perform the Contract but not just an employee of the Operator.
- A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a Tenderer has designated a suggestion as both a Pro-innovation Proposal and an ESG Proposal or has not designated a proposal as either, and the Tender Assessment Panel (“TAP”) considers that the same suggestion could earn marks as both Pro-innovation Proposals and ESG proposals, it will be taken as scoring mark(s) under Pro-innovation Proposals only. Furthermore, a proposal which has scored marks under an earlier assessment criterion will not earn marks again whether as a Pro-innovation Proposal or ESG Proposal.
- Tenderers may also be requested to provide supporting documents or a demonstration to prove the practicability of their Innovative Suggestions. All proposed Innovative Suggestions will be assessed on the basis of the information provided in Schedule 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 Innovative Suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original tender submissions.
- Marks will not be given if the Tenderer only proposes a concept without sufficient details or could not demonstrate that the suggestion could bring positive values and/or benefits to the Government or the public at large.
- All practicable Innovative Suggestions contained in the Technical Proposal submitted by the successful Tenderer and accepted by the Government shall form part of the Contract. The successful Tenderer is bound to perform all the Accepted Innovative Suggestions. Any failure to perform any Accepted Innovative Suggestions 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.
- Once the Innovative Suggestions have been submitted in the Technical Proposal, it shall not be up to the Tenderer to choose the submitted Innovative Suggestions to be implemented. Once the Innovative Suggestions have been accepted, all of them shall

form part of the Contract and shall have to be performed by the Tenderer. Should the Tenderer attach any condition (including as aforesaid) in the submission of the Innovative Suggestions which is not agreeable to the Government, subject to any clarification which may be made by the Tenderer, none of these Innovative Suggestions will be considered further.

Note 7 : Notes for Assessment Criterion 7

Experience of a Tenderer shall be counted as at the Original Tender Closing Date and the following shall apply:

- (a) in relation of the experience of a Tenderer as mentioned in Clause 5.3(a)(vi) of Terms of Tender, only those services that were rendered in Hong Kong will be counted.
- (b) subject to paragraph (d) below, only the relevant experience acquired directly by the Tenderer will be counted; any experience acquired appointing or commissioning a third party or a contractor will not be counted. For the avoidance of doubt, the relevant experience acquired by the subsidiary, holding company, or another subsidiary of the same holding company of the Tenderer will not be counted. The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Company Ordinance (Chapter 622 of the Laws of Hong Kong);
- (c) subject to (f) below, only the experience with a period of not less than thirty (30) consecutive days will be counted;
- (d) where the Tenderer can demonstrate, to the satisfaction of the Government, that it is continuation of an unincorporated body and has taken 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: (1) the relevant experience acquired by the unincorporated body prior to the take-over; and (2) the said unincorporated body's records of performance in its provision of similar employment-related services commissioned by LD;
- (e) subject to paragraph (g) below, the required years of experience in all or any one aspect(s) (as defined in Note 8 below) is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of complete years (i.e. each complete year with 365 days) covered by such total period with any remaining period of experience in days which falls short of one complete year of 365 days to be ignored;
- (f) 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; and
- (g) A Tenderer's experience gained from contract(s) awarded by an associate or associated person of the Tenderer shall **not** be considered. There shall be **no double counting** of the length of Tenderer's experience in providing services during overlapping periods, regardless of whether such services are provided in different locations or under different contracts.

Below is an example showing how a tenderer's experience with overlapping periods to be counted for general reference:

Youth centres	Operating period	Operating period without overlapping with another centre	Number of days counted for accumulated experience
Centre A	16/4/2018-15/4/2020	16/4/2018-15/4/2020	731 days (29 days in Feb 2020)
Centre B	1/4/2020-31/3/2021	16/4/2020-31/3/2021	350 days
Centre C	1/1/2021-31/12/2021	1/4/2021-31/12/2021	275 days
		Total	1,356 days

Note 8: Notes for Assessment Criterion 7

Assessment will be based on the aggregate number of years of experience of the Tenderer in all or any one of the following aspects in the past seven (7) years immediately preceding the Original Tender Closing Date (each an "aspect"). Note 7 above shall apply to this Assessment Criterion:

- (a) Running youth centre(s); or
- (b) Providing school stationing social work service for school(s) for young people; or
- (c) Providing counselling service given by registered social workers employed by the Tenderer for young people pursuant to service contract(s).

<u>Weighting</u>	<u>Aggregate number of years of experience in all or any one of the above three aspects</u>
1	> 4
0.75	> 3 & \leq 4
0.5	> 2 & \leq 3
0.25	> 1 & \leq 2
0	\leq 1

Note 9: Notes for Assessment Criterion 8

The nominees to be proposed by the Tenderer in Part 2 of Schedule A for the roles of the Centre-in-charge and the Type A and Type B Professional Staff shall meet the minimum qualification and experience requirements as specified in Clause 4 of the Terms of Tender (and repeated in paragraph 3 of this Annex) (collectively, "Nominees"). For the Type C Professional Staff, they shall meet the minimum qualification and experience requirements in Clause 27 of the Service Specifications as at the commencement of the Implementation Period (as defined in Clause 4 of the Service Specifications). Marks will be given for the Nominees as provided in Part 2 of Schedule A and commitment in relation to the Type C Professional Staff as provided in Part 2(d) of Schedule B exceeding the minimum qualification requirements in accordance with the following rules:

- (a) 2 merit points will be given for the nominee of the Centre-in-charge or Type A Professional Staff possessing **a master degree or above** in either discipline of Social Work, Counselling or Business Administration as at the Original Tender Closing Date.
- (b) 1 merit point will be given for the nominee of the Type B Professional Staff possessing **a bachelor degree or above** in discipline of Business Administration as at the Original Tender Closing Date.
- (c) 1 merit point will be given for the Tenderer's commitment that each Type C Professional Staff possessing **a bachelor degree or above** in either discipline of Social Work, Counselling or Psychology at the commencement of the Implementation Period.
- (d) 1 merit point will be given for the nominee of the Centre-in-charge or each nominee of the Type A or Type B Professional Staff member and for the Tenderer's commitment that each Type C Professional Staff for having obtained qualification as a trainer issued by one or more accredited institutes on one or more subject(s) as follows as at the Original Tender Closing Date (for the Key Personnel) or as at the commencement of the Implementation Period (for Type C Professional Staff):
- to tune mindsets of young people for employment such as Neuro-linguistic programming, Enneagram and Myers-Briggs Type Indicator;
 - to sharpen young people's presentation skill such as writing application letters and curriculum vitae and dressing tips at interview and at work;
 - personal development training for staying in employment such as 7-Habit of Highly Effective People and motivation course; and
 - trainer qualifications issued by qualified trainers/institutes on subjects which are useful and relevant to Y.E.S.

“Accredited institute” means an authorised training provider of the developer or copyright owner of the training course concerned or any one of the degree-awarding higher education institutions listed on the website of Education Bureau (www.edb.gov.hk) as at the Original Tender Closing Date or any one of the institutions providing locally-accredited full-time sub-degree and degree programmes as listed on the website of Information Portal for Accredited Post-secondary Programmes of the HKSAR Government (www.cspe.edu.hk/en/ipass/index.html) as at the Original Tender Closing Date.

Weighting will be given in accordance with the total merit points given according to the above rules:

<u>Weighting</u>	<u>Total merit points achieved</u>
1	> 6
0.75	> 4 & ≤ 6
0.5	> 2 & ≤ 4
0.25	> 0 & ≤ 2
0	= 0

Note 10: Notes for Assessment Criterion 9

Weighting will be given in accordance with the number of Integrated Children and Youth Services Centre(s) (ICYSC) operated by the Tenderer as at the day immediately preceding the Original Tender Closing Date which are funded by the Social Welfare Department:

<u>Weighting</u>	<u>Number of ICYSC</u>
1	4 or above
0.75	3
0.5	2
0.25	1
0	0

Stage 4 – Price Assessment

8. A Tender with incomplete price proposal in the Price Proposal (Schedule C) will not be considered further (viz., missing Monthly Operating Fee proposal).

9. A maximum weighted price score of 40 will be allocated to the conforming Tender with the lowest tender price, while the weighted price score for other conforming Tenders will be calculated by the following formula:

$$40 \times \frac{\text{Lowest Monthly Operating Fee quotation amongst all conforming tenders}}{\text{The Monthly Operating Fee quotation being assessed}}$$

Stage 5 – Calculation of Combined Score

10. The combined score of a conforming tender will be determined by the following:

$$\text{Combined Score} = \text{Weighted Technical Score} + \text{Weighted Price Score}$$

11. The tender with the highest combined score will normally be recommended for acceptance subject to the requirement that the Government is satisfied that the recommended Tenderer is fully capable of undertaking the contract in accordance with the requirements of the Contract and is the most advantageous to the Government.

12. If there is more than one (1) Tender obtaining the same highest combined score in accordance with the marking scheme set out above (“Highest Combined Scorers”), preference will be given to the Highest Combined Scorer which has obtained the highest weighted price score for the Contract.

Annex B**Tenderer's Plans and Proposals**

Tenderers shall submit plans as required in Parts 1(b) and (c) of Schedule B – Technical Proposal for the Provision of Management Services for the Y.E.S. Centre including the plans as specified below. In respect of those plans as specified below, they shall cover the items as listed under the headings of the respective plans below for consideration and evaluation by the Government pursuant to the Marking Scheme as set out in Assessment Criteria 3 and 4 of Stage 3 – Technical Assessment of Annex A to the Terms of Tender. If and to the extent the human resources and centre management plan, quality assurance and publicity plan are accepted by the Government, they will be legally binding on the successful Tenderer and form part of the Contract.

1. Human Resources and Centre Management Plan

The human resources and centre management plan shall include the following items:

- (i) division of responsibility and line of command for each rank of staff;
- (ii) measures to ensure the safe and proper use of facilities and services provided at the Y.E.S. Centre by Members;
- (iii) transition-in arrangements to take over the management of the Y.E.S. Centre from the existing Operator to ensure continuity of services; and
- (iv) transition-out arrangements to handover the management of the Y.E.S. Centre to the Government or new Operator to avoid disruption of services before and after expiry or termination of Contract.

2. Quality Assurance and Publicity Plan

The quality assurance and publicity plan shall include the following items:

- (i) measures to monitor the quality of various services to be provided at the Y.E.S. Centre including professional counselling services, career counselling services, training activities and recruitment functions;
- (ii) measures to improve the service quality, including collect feedbacks or achieve performance exceeding or in addition to performance standards set by the Labour Department in Clause 36 of the Service Specifications;
- (iii) proposals to reach out to and enrol target users as Members of Y.E.S.; and
- (iv) proposals to encourage Members to make frequent use of the full range of services of Y.E.S.

Guidance Note (Environmental Protection)

Tenderers are encouraged to minimize 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 minimize 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 and Implementation Period

The Operator shall not commence the Services until 24 August 2025 for the Mong Kok Contract and 26 October 2025 for the Kwai Fong Contract, or such other date to be notified in writing by the Government to the Operator (if any). The Operator shall provide the Services for a duration commencing from the aforementioned commencement date to 23 August 2028 for the Mong Kok Contract and to 25 October 2028 for the Kwai Fong Contract, unless the Contract is earlier terminated or suspended (“Implementation Period”). For the avoidance of doubt, the end date of the Implementation Period shall remain fixed notwithstanding any advancement or postponement of the commencement date of the Implementation Period but without prejudice to any power of the Government to early terminate the Contract. The Contract Period shall be the period from the date of the Memorandum of Acceptance until the end of the Implementation Period.

2. Assignment

The Operator shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Operator shall be personal to it.

3. Operator’s Acknowledgement

The Operator acknowledges that -

- (a) it is thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality of the Services, the equipment, materials, tools, any necessary storage, transportation, the persons to be deployed for the Services and the supervisory staff which will be required under the Contract. If the Operator fails to observe its contractual obligations, it would adversely affect its future standing as Government contractor;
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the provisions of the Contract;
- (c) it shall not be entitled to any additional payment nor be excused from performing any requirements as imposed under the Contract on the ground of any misinterpretation by the Operator of any matters relating to the Contract;
- (d) it shall 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 (Chapter 485 of the Laws of Hong Kong) to the satisfaction of the Government;
- (e) it shall perform its obligations under the Contract in compliance with all applicable laws of Hong Kong;

- (f) the Services to be performed by the Operator shall comply with the Service Specifications and all other terms and conditions in the Contract, and shall also fulfil all the conditions and terms of any specifications and samples which may from time to time be provided to the Operator; and
- (g) save as otherwise expressly provided for in the Contract, the Operator shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

4. Inspection and Rejection

- (a) The Services performed shall before payment be subject to inspection by the Government Representative. If the Operator fails to observe or comply with any terms or provisions of the Contract including but not limited to failure to comply with the performance requirements set out in the Service Specifications, or to perform the Services to the satisfaction of the Government Representative, the Government Representative shall have the right to reject the Services or any part thereof that is performed by the Operator and to withhold payment of the Monthly Operating Fee until the defects have been rectified by the Operator.
- (b) The Operator shall take immediate and necessary action to rectify such rejected Services within twenty-four (24) hours from the date of the notification either verbal or in writing by the Government Representative in the rejection of any Services, unless otherwise justified by the Operator within such twenty-four (24) hours and agreed by the Government Representative in writing, but in any event no later than seven (7) days from the date of the notification initially given by the Government Representative to the Operator in the rejection of any Services.
- (c) If the Operator shall fail to rectify such rejected Services in accordance with Clause 4(b) hereof, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by engaging other contractors. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Operator forthwith.

5. Acceptance of Services Performance

All Services performed in pursuance of the Contract shall be subject to written acceptance and shall not be deemed to have been accepted unless the Government Representative shall so confirm in writing.

6. Government Property

When Government Property is issued to the Operator under the Contract, the Operator 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 Operator or his servants, workmen or agents, the Operator shall pay for the same at total original cost plus 10% as an administrative charge, together as and for liquidated damages and not as a penalty. A count of the equipment, articles or material in the possession of the Operator shall be made once a month or at any time by the Government Representative and the Operator shall render such assistance as is necessary for this

purpose.

7. Premises for Services Provision

The Services are required to be carried out at the Y.E.S. Centres and any other places as may from time to time be specified by the Government Representative at its sole and absolute discretion.

8. Illegal Workers

The Operator undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Operator 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 the Contract under Clause 15.1 of the Conditions of Contract.

9. Warranties and Undertakings

The Operator warrants, represents and undertakes to the Government Representative that

- (a) the Operator and its employees shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract;
- (b) the Operator shall carry out the Services with all due and reasonable diligence and in a timely, safe, proper, skilful and workmanlike manner and shall perform the Services to conform in all aspects to the Service Specifications and terms and conditions under the Contract;
- (c) the Operator shall comply with all applicable laws in performing the Services including without limitation the Personal Data (Privacy) Ordinance (Chapter 486), the Employment Ordinance (Chapter 57), Mandatory Provident Fund Schemes Ordinance (Chapter. 485), Employees' Compensation Ordinance (Chapter 282), Immigration Ordinance (Chapter 115), Minimum Wage Ordinance (Chapter 608) of the Laws of Hong Kong and other applicable laws in the employment of its staff for the performance of the Contract or other Government contracts;
- (d) the Operator shall comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) 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; and
- (e) the provision of the Services by the Operator does not and will not infringe any Intellectual Property Right of any third party.

10. Payment of the Monthly Operating Fees

(a) In consideration of and subject to the provision by the Operator of the Services strictly in accordance with the terms and conditions of the Contract to the satisfaction of the Government Representative, and subject always to any deductions or withholding pursuant to Clause 11 of the Conditions of Contract or other applicable provisions of the Contract, the Government shall pay the Operator the Monthly Operating Fee as specified in the Price Proposal in the following manner:

(i) 90% of the Monthly Operating Fee for each completed month of the Implementation Period (starting from the 1st and ending on the last day of that month) will be payable to the Operator at the end of that month. For each of the initial and remaining periods of the Implementation Period which is not a complete month, the Monthly Operating Fee payable for the Services performed for each of the initial and remaining periods shall be adjusted on a pro rata basis based on the number of days in that period, and a daily rate calculated as follows:

daily rate = the Monthly Operating Fee divided by 31

(ii) the remaining 10% of Monthly Operating Fee accrued over the entire Implementation Period (excluding any period which has been suspended, if any) shall be payable by 3 instalments. Each instalment shall only become payable after the Government's written approval of the relevant report mentioned in (aa) provided further that both (aa) and (bb) below are fulfilled in relation to that instalment:

(aa) the Operator achieves all pre-set performance standards specified in Clause 36 of the Service Specifications and the performance standards based on the output and outcome indicators proposed by the Operator in Parts 1(a) and (c) of Schedule B in respect of the following period:

for the first instalment, in respect of the period commencing from the first day of the Implementation Period and ending on 31 December 2026, with the relevant performance as assessed by the 1st interim report for that period to be submitted by the Operator pursuant to Clause 42 of the Service Specifications and approved by the Government Representative in writing;

for the second instalment, in respect of the period commencing from 1 January 2027 and ending on 31 December 2027, with the relevant performance as assessed by the 2nd interim report to be submitted pursuant to Clause 42 of the Service Specifications and approved by the Government Representative in writing; and

for the third instalment, in respect of the period commencing from 1 January 2028 to the last day of the Implementation Period, with the relevant performance as assessed by the end-of-project report to be submitted pursuant to Clause 42 of the Service Specifications and

approved by the Government Representative in writing;

(bb) the Operator has throughout the relevant period fulfilled its commitment concerning the number, qualifications and experience of the Operator Staff in Schedule B and Part 2 of Schedule A (in the case of the qualifications and experience of the nominees set out therein for the Key Personnel roles), save for temporary non-compliance due to vacancy of any Operator Staff position for no more than 14 days as a result of the removal or change or departure of the original Operator Staff or otherwise non-compliance with the prior written consent of the Labour Department representative at the Y.E.S. Centre:

for the first instalment, the relevant period refers to the first part of the Implementation Period from the first day to 31 December 2026;

for the second instalment, the relevant period refers to the second part of the Implementation Period from 1 January 2027 to 31 December 2027; and

for the third instalment, the relevant period refers to the third part of the Implementation Period from 1 January 2028 to its last day.

(iii) The Operator agrees that the non-payment of any instalment mentioned in Clause 10(a)(ii) above is the agreed way of settling the liquidated damages but not a penalty payable by the Operator to compensate the losses and damage incurred by the Government arising from the Operator not fulfilling the conditions mentioned in Clause 10(a)(ii)(aa) and/or (bb) above and/or to serve the legitimate interest of the Government to ensure that the Services are delivered in compliance with the requirements of the Contract and are satisfactory to the Government.

(b) Apart from the Monthly Operating Fee, under no circumstances whatsoever will the Government be liable to pay to the Operator or any other person any money. The Government will not reimburse or compensate the Operator for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Operator in undertaking the Services, irrespective of location in which the Services have to be discharged. All things done by the Operator shall be deemed as things which the Operator is required to do for performing the Services (including the Accepted Innovative Suggestions), and be compensated for in the form of the Monthly Operating Fee only.

(c) Subject to the rights and powers of the Government under the Contract, and notwithstanding anything herein to the contrary, the Monthly Operating Fee payable by the Government shall be paid within thirty days after receipt by the Government of the Operator's invoice in respect thereof, or after the relevant payable date specified in Clause 10(a)(i) or (ii) above (where applicable), whichever is later. All invoices shall be addressed and despatched in the manner specified in Clause 26 of the Conditions of Contract.

11. Withholding

Without prejudice to the Government's other rights and powers, the Government may withhold payment of the Monthly Operating Fee or any part thereof for non-compliant Services until and unless the Operator has taken all actions and measures to remedy the non-compliant Services to the absolute satisfaction of the Government.

12. Recovery of Sums Due

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

13. Indemnities

The Operator shall indemnify and keep indemnified the Government and any of its public officers (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 Sub-clause (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 Operator;
- (ii) the negligence, recklessness, tortious acts or wilful act or omission of the Operator, 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 Operator, 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 Operator, or its employees, agents or sub-contractors, in the performance of the Contract notwithstanding that the Operator is authorised or obliged to do or commit any such act or omission under this Contract;
- (vii) any loss, damage, injury or death referred to in Clause 13(a) 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 Operator 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 the Contract.

- (c) 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 Operator 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.
- (d) For the purposes of this Clause 13, “Negligence” (appearing in upper case) shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- (e) The indemnities, payment and compensation given in pursuance of the Contract by the Operator shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of the Contract.

14. Public Liability Insurance and Employees’ Compensation

- (a) The Operator shall effect and keep in force throughout the continuance of this Contract at its cost a public liability insurance policy exclusively for this Contract in the joint names of the Government and the Operator (with appropriate cross-indemnity clause as if a separate policy had been issued to each of them) subject to a limit of indemnity in an amount approved by the Government for any one event but otherwise unlimited with a reputable insurance company authorized under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to

or death of any person (which should be extended to include all and any voluntary workers participating in any event or activity organised by the Operator either on its own or jointly with any other person) and for loss of or damage to any property whatsoever where such injury, death, loss or damage as the case may be/shall be caused or arise out of any act, omission or default or negligence of the Operator and the Government and their respective employees, agents and sub-contractors (notwithstanding any such act or omission was an act or omission which the Operator may be authorised or obliged to do under this Contract). The policy of insurance shall provide that the insurer will waive all claims of sub-rogation which it may otherwise have against the Government as a co-insured.

- (b) If the said policy of insurance provides that the payment of certain amount of compensation shall be borne by the insured parties, the Operator shall be solely responsible for such payment and shall reimburse the Government forthwith if the Government shall be required to make such payment.
- (c) The Operator shall submit to the Government Representative within fourteen (14) days after the Operator is notified by the Government of the Commencement Date two (2) copies of the said policy of insurance together with the receipt for payment of the current premium.
- (d) The Operator is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.
- (e) If the Operator fails to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of this Contract then and in any such cases the Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Operator or recover the same as a debt due from the Operator.
- (f) The Operator shall maintain the employees' compensation insurance policy in compliance with the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).

15. Termination and Suspension and Effects

15.1 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 if any one event mentioned in any of the sub-Clauses (a) to (i) below occur-

- (a) the Operator (i) fails to carry out the whole or any part of the Services; or (ii) fails to carry out the whole or any part of the Services in accordance with any of the times specified in the Contract; or (iii) fails to observe or perform any of the terms and conditions of the Contract; or (iv) fails to pay any of the sums payable by the Operator under the Contract, and (in the case of a breach capable of being remedied but not otherwise) has failed to remedy the breach to the satisfaction

of the Government Representative within seven (7) days (or such longer period as the Government Representative may, in its sole discretion, allow) after the issuance by the Government Representative to the Operator of a request in writing requiring it to do so; or

- (b) any warranties or undertakings, representations made or deemed to have been made by the Operator to the Government in the Contract or in its tender for the Contract or otherwise from time to time during the term of the Contract is untrue or incomplete; or
- (c) the Operator becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Operator otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing or the Operator has become insolvent or make any composition or arrangement with creditors; or
- (d) the Operator abandons the Contract in part or in whole; or
- (e) the Operator assigns or transfers or purports to assign or transfer all or any part of the Contract without the prior written consent of Government; or
- (f) the Government early terminates this Contract upon occurrence of the event specified in Clause 8 or Clause 21 of the Conditions of Contract; or
- (g) the Operator or its sub-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; or
- (h) the continued engagement of the Operator or its sub-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 in sub-clause (g) and (h) above is about to occur.

15.2 Notwithstanding anything herein to the contrary, the Government may at any time during the continuance of the Contract, at its option and without cause, terminate or suspend the Contract by giving the Operator no less than four months' prior written notice of such termination and no less than one month's prior written notice of such suspension, as the case may be. In case of suspension, the written notice shall specify the period of suspension ("Suspension Period").

15.3 In the event that the Contract is terminated pursuant to Clauses 15.1 or 15.2 of the Conditions of Contract or upon the expiry of the Implementation Period ("Termination"):

- (a) save for those provisions which are expressed to or which in their context appropriately survive Termination, the Contract shall be of no further force and effect, provided always the Government's rights and claims under the Contract or otherwise at law (i) arising from antecedent breaches of the Contract by the

Operator (including any breach(es) which entitle the Government to terminate the Contract) or (ii) which have otherwise accrued or arisen prior to Termination, shall not be prejudiced;

- (b) in the event the Contract is terminated pursuant to Clause 15.2 above, but not Termination under other circumstances, the Government shall pay to the Operator such portion of the Monthly Operating Fee for such part of the Services actually performed by the Operator in strict accordance with the Contract (if not paid already); any unpaid instalment specified in Clause 10(a)(ii) of the Conditions of Contract shall only be payable where the conditions specified in both Clauses 10(a)(ii)(aa) and 10(a)(ii)(bb) therein are satisfied in respect of that instalment but the period referred to therein for the relevant instalment covering any unexpired period shall accordingly be shortened to the last date of the Implementation Period as earlier terminated (where applicable);
- (c) in the event of Termination under Clause 15.1 above, the Government shall have no obligation to pay to the Operator any money whatsoever including any unpaid portion of the Monthly Operating Fee;
- (d) in the event of expiry of the Implementation Period, any unpaid Monthly Operating Fee (including the instalment specified in Clause 10(a)(ii) of the Conditions of Contract) shall only be payable in strict accordance with the terms thereof;
- (e) 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), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Operator due to the Termination;
- (f) in the case of Termination pursuant to Clause 15.1 above, save to the extent covered by sub-Clause (g) below, the Operator shall be liable for all claims, liabilities, losses, costs and expenses incurred or sustained by the Government arising from or in connection with the Termination of the Contract;
- (g) the Government may, without prejudice to any accrued rights and claims of the Government, assign the uncompleted Services to another contractor or contractors or undertake the Services itself. Regardless, in the case of Termination pursuant to Clause 15.1 above, the Operator shall be liable for (i) the contract price payable to such other contractor(s) or the costs incurred by the Government for undertaking such services (as the case may be) in excess of the contract price which would have been payable to the Operator had the Contract not been terminated; and (ii) all administrative and legal costs incurred for procuring the service from another contractor or setting up internal resources for performing the services;
- (h) the Operator shall forthwith deliver to the Government Representative all confidential information including Government Property which remains in its possession or under its control;

- (i) the Operator shall destroy and permanently erase all copies of confidential information including Government Property remaining in its possession or control; ensure that anyone to whom the Operator has supplied any confidential information including the Service Team destroys or permanently erases such confidential information and any copies made by them;
- (j) the Operator shall certify to the Government that after the return of the confidential information including Government Property pursuant to sub-Clause (h) above, no Government Property or any copy or duplicate thereof is in the Operator's possession or control (in whatever medium or form);
- (k) without prejudice to the generality of sub-Clause (h) above, all completed Deliverables or partially completed Deliverables shall be delivered to the Government Representative; and
- (l) the Government Representative may exercise its right under Clause 12 of the Conditions of Contract in relation to any Monthly Operating Fee which may be due to the Operator.

15.4 Upon the suspension of the Contract pursuant to Clause 15.2 above ("Suspension"):

- (a) the Contract shall be of no force and effect during the Suspension Period, only and subject further to the same provisos set out in Clauses 15.3(a)(i) and (ii) above save that references therein to Termination shall mean Suspension;
- (b) the Contract 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 one month's notice on the Operator) until expiry or early termination of the Implementation Period;
- (c) unless otherwise agreed by the Government, there will be no extension of the Implementation Period corresponding to the length of the Suspension;
- (d) Clause 15.3 above (except for sub-Clauses (f) and (g)), unless and to the extent waived or stipulated by the Government Representative, shall apply in the case of a Suspension save that references therein to Termination shall mean Suspension; and
- (e) the Government has no obligation to pay the Monthly Operating Fee (or any part thereof) to the Operator in respect of the Suspension Period; and in the event of resumption of the Contract following from any Suspension, there shall be pro rata deduction by taking into account the number of days of Suspension, and the daily rate of the Monthly Operating Fee as calculated under Clause 10(a)(i) of the Conditions of Contract for the purposes of calculating the amount due under Clause 10(a)(i) of the Conditions of Contract in respect of any month straddling the Suspension Period and under Clause 10(a)(ii) of the Conditions of Contract in respect of the entire Implementation Period.

16. Confidentiality

- 16.1 The Operator shall not disclose any of the terms and conditions of this Contract, or Government Property, information, report, document, plan, record, computer printout, data, personal data (including those protected under the Personal Data (Privacy) Ordinance, Cap. 486), database, code or particulars furnished by or on behalf of the Government or by Members or by any other third party to the Operator and/or any member of the Service Team (collectively, “confidential information”) provided that the restrictions on disclosure contained in this Clause 16.1 shall not apply:
- 16.1.1 to the disclosure of any confidential information to any person employed, used or engaged by the Operator in the conduct of the Services in circumstances where such disclosure is strictly necessary for the performance of the Operator’s duties and obligations under this Contract, provided that the Operator has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Operator to refrain from disclosing the said information;
- 16.1.2 to the disclosure of any confidential information already known to the recipient other than as a result of disclosure by the Operator or any member of the Service Team or their respective associates or associated persons;
- 16.1.3 to the disclosure of any confidential information which is or becomes public knowledge other than as a result of disclosure by the Operator or any member of the Service Team or their respective associates or associated persons;
- 16.1.4 to the disclosure of any confidential 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
- 16.1.5 To the disclosure of any confidential information with the prior consent in writing of the Government.

In the case of doubt as to whether or not the confidential information is within that described in 16.1.2 or 16.1.3 above, the Operator shall be required to consult the Government and the Government shall, in such case, determine such matter in good faith, and the Operator shall comply with that determination.

- 16.2 Any disclosure permitted under Clause 16.1 above shall be in strict confidence and shall extend only so far as may be necessary for the purposes specified in Clause 16.1 above and the Operator shall ensure the confidentiality of any such disclosure by taking appropriate action to restrain or restrict any further disclosure.
- 16.3 The Operator shall not, and shall procure and ensure each member of the Service Team and the associates and associated persons of the Operator and each member of the Service Team will not, make use of or reproduce any confidential information other than in the performance of the Operator’s obligations under this Contract or with the prior written consent of the Government. The Operator shall be responsible for the safe-keeping of all confidential information in its possession or otherwise under its control and shall take all measures to ensure that all confidential information is properly stored and protected with security measures and a degree of care of a standard at least as good as would apply to the confidential information.

- 16.4 The Operator shall not, without the prior written consent of the Government, publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video or other medium, any confidential information including but not limited to the advice provided by it or the scope of duties undertaken by it pursuant to this Contract.
- 16.5 The Operator shall inform every person to whom any confidential information is disclosed pursuant to Clause 16.1 above of the restrictions on reproduction and disclosure attaching to such information and the Operator shall require such a person to notify the same restrictions to any and every other person to whom it makes any such disclosure.
- 16.6 Prior to the assignment of each member of the Service Team for performing the Services, the Operator shall require that member to execute a written undertaking in favour of the Operator and the Government in form and substance to be determined by the Government agreeing to the restrictions attached to the confidential information set out in this Clause 16 and the Operator agrees to provide certified true copies of any such undertakings to the Government. The Operator further agrees that, if so required by the Government, it will, at its cost, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by any member of the Service Team.
- 16.7 The provisions of this Clause 16 shall survive the expiration or early termination of this Contract, and without limitation in time.

17. Publicity

The Operator shall submit to the Government Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided or other work done in connection with the Contract wherein the Government's or the Labour Department's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Operator shall not publish or use any such advertising or other publicity material without the prior written consent of the Government Representative.

18. Intellectual Property Rights

- 18.1 All materials, plans, photos, designs, publications, materials, reports and any other document or thing of whatsoever nature (tangible or intangible and represented or recorded or stored in whatever medium) prepared, produced or created by or for or on behalf of the Operator and members of the Service Team shall be the property of the Government (collectively "Deliverables").
- 18.2 All Intellectual Property Rights in all the Deliverables (if any) shall vest in and belong to the Government immediately upon creation.
- 18.3 The aforementioned vesting shall not apply strictly to the extent the Deliverables contain any pre-existing materials the Intellectual Property Rights in which belong to a third party which were created prior to the creation of the relevant Deliverable and were

incorporated into the Deliverables (“Licensed Property”).

- 18.4 The Operator shall grant, or procure there will be granted by the rightful owner in favour of each of the Government, its successors and assigns and authorised persons (who may include without limitation a Member or user/visitor of Y.E.S.), the licence to exercise all Intellectual Property Rights subsisting in the Licensed Property (and in the case of copyright, the rights to do all acts which a copyright owner may do under section 22(1) of the Copyright Ordinance) (collectively “Licences”). Save with the prior written approval of the Government on a case by case basis, each Licence shall be irrevocable, non-exclusive, transferable, sub-licensable, worldwide and royalty-free. Each Licence shall commence from the date of creation of the Deliverables incorporating the Licensed Property and shall have a duration for so long as all or any Intellectual Property Rights continue to subsist in the Licensed Property (to which that Licence relates) under all and any applicable laws (including the laws of Hong Kong).
- 18.5 All Government Property shall remain the property of the Government. To the extent any Intellectual Property Rights subsist in any of them, they shall remain vested in the Government or the rightful owners (to the exclusion of the Operator and the Service Team).
- 18.6 The Operator hereby undertakes to procure, obtain (and produce for inspection by the Government within 14 days upon request) all proper licences clearances and releases in writing and completion of all other formalities and requirements necessary to ensure that each Licence has been validly and legally granted to the Government in accordance with this Clause 18.
- 18.7 The Operator hereby waives and undertakes to procure, at its own costs and expense, all the authors of the Deliverables to waive all the moral rights therein (whether past, present or future). The waiver shall operate in favour of the Government, its assigns, authorised users and successors-in-title and shall take effect upon the date of creation of the relevant Deliverables.

19. Further Assurance

- 19.1 The Operator 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 14 days of the date of the Government’s written request or such longer period as may be agreed by the government in writing.
- 19.2 Without prejudice to the generality of Clause 19.1 above, in the event if for any reason whatsoever the Intellectual Property Rights in the Deliverables do not vest in the Government or a Licence has not been granted in favour of the Government in accordance with Clause 18 of the Conditions of Contract, the Operator shall forthwith, or shall ensure that the owner(s) of the Intellectual Property Rights or the licensor(s) who is capable of granting the Licence will respectively forthwith, upon the first written demand of the Government execute such further documents or deeds under which the Government shall be assigned such Intellectual Property Rights and granted such Licence in accordance with Clause 18 of the Conditions of Contract.

20. Probity

20.1 The Operator 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 (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong) and
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

20.2 The Operator 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 (Chapter 201 of the Laws of Hong Kong) is not permitted. The Operator 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.

21. Corrupt Gifts

If the Operator or any employee or agent of the Operator shall be convicted of an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract under Clause 15.1 of the Conditions of Contract, without entitling the Operator to any compensation therefor.

22. Entire Agreement and Contract Variation

22.1 The Contract constitutes the whole agreement between the Parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Operator acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government. On the other hand, the Government has relied on the Warranties when entering into the Contract. All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

22.2 Subject to other provisions of the Contract which provide for the power of the Government to make changes, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an agreement in writing and duly signed by the Operator and the Government and in which agreement, the Parties expressly agree to the relevant waiver, cancellation, alteration or amendment of or to

the provisions of the Contract as specified therein.

23. Severability

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

24. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out (e.g. Dengue fever, Japanese encephalitis, etc.), the Operator shall comply with all such orders, arrangements or regulations as may be issued by the Government with a view to stamping out the same. The Operator shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control diseases of any kind.

25. Waiver

- 25.1 Time shall be of the essence of the Contract but no failure, delay, forbearance or indulgence by any Party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each Party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 25.2 Without prejudice to the generality of Clause 25.1 above, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon the Government under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which the Government may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by the Government of any other right, power or remedy.

26. Notices

Each notice, demand or other communication given or made under the Contract shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Operator: at the address and fax number as specified in Parts 1(c) and (e) of Schedule A.

To the Government: Youth Employment Division
Labour Department
12/F, Harbour Building,
38 Pier Road, Central

Attention: Labour Officer (LO(YE)7)
Fax Number: 2119 9820

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if delivered by hand, when actually delivered to the relevant address; or (b) if delivered by registered post, on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent; or (c) if delivered by fax, when dispatched (with confirmed transmission report).

27. Contract Deposit

- 27.1 As a condition precedent to this Contract, the Operator shall deposit with the Government the Contract Deposit pursuant to Clauses 8(e), 8(f) and 14(b) of the Terms of Tender as a security for the due and faithful performance and observance of its obligations under the Contract. Such Contract Deposit shall be non-interest bearing.
- 27.2 The Contract Deposit, if in the form of cash, will be retained by the Government, or if in the form of a Bank Guarantee, must remain in force, in either case, from the date of the commencement of the Contract (a) until six months after the expiry or early termination of the Contract (unless (b) is applicable), or (b) in the case if at the time of expiry or early termination of the Contract, all or any of the Operator's obligations and liabilities under or in relation to the Contract shall not have been performed, completed and discharged to the satisfaction of the Government Representative, or there is any right or claim which has accrued to the Government arising from antecedent breach(es) by the Operator of the Contract or otherwise accrued to the Government prior to the expiry or termination of the Contract, the date falling twenty-four months after the early termination or expiry of the Contract.
- 27.3 Notwithstanding the early termination or expiry of the Contract, only upon the expiry of the aforementioned six or twenty-four months' period (whichever is applicable), the Contract Deposit (if in the form of cash and if any is remaining) will be refunded to the Operator without interest; or, if in the form of a Bank Guarantee, shall be discharged or released.
- 27.4 The Government Representative shall have the right to deduct from time to time from the Contract Deposit or call on the Bank Guarantee (irrespective of whether or not a demand for payment has been made against the Operator) any amount due or payable by the Operator to the Government under the Contract but which remains outstanding, in such order as the Government in its absolute discretion deems fit. The Contract Deposit (whether in cash or in the form of the Bank Guarantee) may be deducted or called on, without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Operator or any other person, or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Operator to the Government.

27.5 If any deduction shall be made by the Government from the Contract Deposit or a call shall be made on the Bank Guarantee during the continuance of the Contract, the Operator shall, within twenty-one (21) days on demand in writing by the Government, deposit a further sum or provide a further Bank Guarantee, in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit.

28. Relationship of the Parties

- 28.1 Nothing herein shall be construed as in any way constituting a partnership, agency or joint venture between Government and the Operator and neither party shall (without the prior consent in writing of the other) commit the other to any obligation whatsoever.
- 28.2 The Operator enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of partnership or agency, or a joint venture between the Government and the Operator.
- 28.3 The Operator shall not represent itself as an employee, agent, partner or servant of Government.
- 28.4 The Operator shall declare to all its employees and agents the provisions of this Clause 28.
- 28.5 For the avoidance of doubt, the control of, and overall power to manage, the Y.E.S. Centre rest at all time with the Government Representative and the Government Representative does not and will not surrender such control or delegate such power to the Operator. The Operator is appointed as an independent contractor to provide the Services only.

29. Failure to Deliver Accepted Innovative Suggestions

(a) The Operator undertakes and warrants that it shall carry out all Accepted Innovative Suggestions. In the event that the Operator fails to carry out in full any of the Accepted Innovative Suggestions in relation to the Services or any part thereof during a billing period; or otherwise not relating to any Services, (in each case a “non-complied Accepted Innovative Suggestion”), the Operator shall, subject to Sub-clauses (b) to (d) 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 Suggestions:

(i) Liquidated damages relating to the Operator’s failure to fully carry out an Accepted Innovative Suggestion in relation to the Services or any part thereof during a billing period (L1)

$$LI = CI \times W(T) \times \frac{M(IS)}{M(TP)}$$

where *CI* = the Monthly Operating Fee payable for the Services or any part thereof during the relevant billing period in respect of which the Operator fails to carry out the non-complied 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 and all other deductions under the Contract)

$W(T)$ = *the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme (i.e. 60%)*

$M(IS)$ = *(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 (i.e. 3.25 marks for a Pro-innovation Proposal and 1 mark for an ESG Proposal)*

$M(TP)$ = *the maximum technical marks for the Technical Proposal in the Marking Scheme (i.e. 100 marks)*

- (ii) Liquidated damages relating to the Operator's failure to fully carry out an Accepted Innovative Suggestion which is not related to any Services (L2)

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

where $C2$ = *the total amount of the Monthly Operating Fees 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 and all other deductions under the Contract)*

$W(T)$ = *the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme (i.e. 60%)*

$M(IS)$ = *(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 (i.e. 3.25 marks for a Pro-innovation Proposal and 1 mark for an ESG Proposal)*

$M(TP)$ = *the maximum technical marks for the Technical Proposal in the Marking Scheme (i.e. 100 marks)*

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

$CP = \text{Implementation Period expressed in number of days}$

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.

- (b) The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Operator fails to fully carry out and upon which liquidated damages are payable under the applicable formula in Sub-clause (a)(i) 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. However, there is no limit on the number of billing periods in respect of which liquidated damages shall be payable under the first formula of Sub-clause (a).
- (c) The aggregate amount of liquidated damages payable pursuant to the first formula and the second formula in Sub-clause (a) above may not exceed 10% of the Total Estimated Operating Fee.
- (d) The liquidated damages payable pursuant to the first formula in Sub-clause (a) may be deducted from the Monthly Operating Fee payable in respect of the Services over the billing period to which the non-complied Accepted Innovative Suggestion relates or from any other Monthly Operating Fee payable during the Implementation Period whether under Clause 10(a)(i) or 10(a)(ii) above. 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 billing period is to be settled or in respect of any subsequent billing period or at the end of the Implementation Period whether by setting off from any invoiced amount or from the Contract Deposit. The liquidated damages payable pursuant to the second formula in Sub-clause (a) may likewise be deducted in the same manner from any Monthly Operating Fee as aforementioned or from the Contract Deposit. Alternatively, any such amount shall be settled by the Operator in cash as per the demand of the Government within seven (7) days.
- (e) For the avoidance of doubt, for any billing period that an Accepted Innovative Suggestion is not complied with, liquidated damages shall be calculated separately under Sub-clause (a)(i) for each such billing period.

30. Dispute Resolution and Jurisdiction

- 30.1 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.
- 30.2 If the said dispute or difference is not settled by mediation according to Clause 30.1, 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.

31. Governing Law

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

Kong.

32. Contracts (Rights of Third Parties) Ordinance

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

33. Conflict of Interest

33.1 The Operator shall during the Contract Period and for six (6) months thereafter:

- (a) ensure that it (including each and every officer, employee and agent of the Operator) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons (collectively “Restricted Group”) shall not undertake any business, activity, service, task, or job or do anything whatsoever for its own account (whether on its own or in conjunction with another person(s) in a joint venture or partnership or other business entity) or for or on behalf of another person (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Operator’s duties or obligations under the Contract without the prior written approval of the Government; and
- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests (of whatsoever nature) of the Operator or any other member of the Restricted Group, conflict or compete, or may be seen to conflict or compete, with the Operator’s duties or obligations under the Contract.

33.2 The Operator shall ensure that itself and each other member of the Restricted Group shall keep themselves informed and that each other member of the Restricted Group shall inform the Operator and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which its and/or their interests conflict or compete, or may be seen to conflict or compete, with the Operator’s obligations under this Contract.

34. 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.

35. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity –

- (a) Service Specifications;

- (b) Contract Schedules;
- (c) Conditions of Contract;
- (d) Terms of Tender;
- (e) Tender Form; and
- (f) Interpretation.

PART 4 - SERVICE SPECIFICATIONS

Policy and Aims

In the 2006-07 Policy Agenda, the Chief Executive announced that Youth Employment Resource Centres would be set up to provide one stop advisory and support services on employment and self-employment, to young people aged between 15 and 29 who are legally employable in Hong Kong.

2. The Youth Employment Resource Centres, named ‘Youth Employment Start’ (Y.E.S.) that located at Mong Kok and Kwai Fong, came into operation in December 2007 and March 2008 respectively. Each Y.E.S. serves as a platform for provision of integrated employment and self-employment support services to facilitate the sustainable development of young people.
3. Y.E.S. is a club that gathers young people with employment needs and where they will readily find every employment support in their pathway to gainful employment be it salaried job or self-employment.

Definition of Terms

4. In addition to the terms and expressions defined in Part 1, the following terms appearing in these Service Specifications have the following meanings:

‘Business Member’	means a Member of our target users aged between 18 and 29, who is operating his own business or wishes to start his own business, registered at the Y.E.S. for using its services dedicated for Business Member;
‘Career Assessment’	means a self-administered career assessment tool comprising 5 tests jointly developed by Professor WONG Chi-sum of the Chinese University of Hong Kong and LD;
‘Commencement Date’	means the date for commencement of the Services, which will be notified to the Operator by the Government Representative in writing after award of the Contract;
‘Implementation Period’	means such portion of the Contract Period as defined in Clause 1 of the Conditions of Contract;
‘Member’	means a Member of our target users registered at the Y.E.S. for using its services;
‘Professional counselling’	means counselling to be provided by Professional Staff for cases identified as having special needs for motivational or emotional assistance; and with written records;
‘Professional Staff’	means staff who is a registered social worker with diploma in social work or above recognised by the Social Workers Registration Board;
‘Qualified Trainer’	means trainer with certificates issued by recognised organisation and endorsed by LD;
‘Recurrent cost of standard items’	means rent and rate of the premises, maintenance fees for equipment provided by LD, charges for consumables of computers, printers, facsimile machines, photocopiers, smart

	cards, water dispenser, standard office stationery & stores and equipment provided by LD under normal consumption.
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For the avoidance of doubt, the Service Specifications shall be the same as set out in this Part 4 regardless of whether they are part of the Mong Kok Contract or part of the Kwai Fong Contract.

Objectives

5. The objective of the Y.E.S. is to serve as a platform to facilitate the sustainable development of young people in employment or self-employment. We aim to provide support to young people to start their career on the right track, enhance their employability, facilitate their access to the latest labour market information and help them secure firm footing in the labour market.

6. The specific objectives of the services are:

- (a) equipping young people with proper knowledge, skills and work attitudes for the world of work;
- (b) mapping out career path and identifying suitable employment for young people;
- (c) enhancing their employability and sustaining an employment;
- (d) providing support services to self-employed young people; and
- (e) providing motivational assistance and emotional support to young people who are in need.

Target Users

7. Target users mentioned in these Service Specifications are young people who are legally employable in Hong Kong with age ranging from 15 to 29, they include:

- (a) *Students*: They may need to familiarise themselves with the working world with the help of career materials/visits/talks to prepare for their life transition.
- (b) *School-leavers*: They may need assistance and counselling in mapping out career path and identifying suitable employment.
- (c) *Current or Past trainees of Youth Employment and Training Programme of LD*: They may need enhancement training to sharpen their vocational skills. They may require motivational assistance as well as facilities for job searching.
- (d) *Young job seekers with some work experience*: They may have certain work experience and yet unable to stay in jobs. They may require counselling and/or training to enhance their employability and to sustain an employment.
- (e) *Young people seeking alternative employment*: They may need updated labour market information and to be informed of various employment options, including self-employment.
- (f) *Self-employed young people*: They may not have rich experience of self-employment and would need experienced advisers to give them advice. They may not have the financial means to have their own offices and will need assistance to conduct their businesses.

Premises

8. Y.E.S.(Mong Kok) is located at Suites 8-11, Level 42, Office Tower, Langham Place, 8 Argyle Street, Mong Kok, Kowloon with a floor area of about 330m² (floor plan attached at Appendix A-1) or such other location as the Centre is relocated to at the sole and absolute discretion of the Government.
9. Y.E.S.(Kwai Fong) is located at Units 907-912, 9/F, Metroplaza Tower II, 223 Hing Fong Road, Kwai Fong, New Territories with a floor area of about 480m² (floor plan attached at Appendix A-2) or such other location as the Centre is relocated to at the sole and absolute discretion of the Government.
10. Both premises are furnished with furniture and equipment.

Mode of Operation

11. Y.E.S. to be operated by the Operator shall be open from 10 a.m. to 7 p.m., Mondays to Saturdays (excluding public holiday as defined in Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) with 24-hour CCTV monitoring system. The Operator shall also organise training courses and employment support activities after 7 p.m. for at least 200 hours per year of the Implementation Period so that Members can attend with advance booking. LD may, at its sole discretion, without altering the total number of operating hours per day, stipulate changes to the opening and closing hours of Y.E.S. any time during the Implementation Period. Both the staff of LD and the Operator work in partnership and will be stationed at the Y.E.S. The roles of staff of LD and the Operator are as follows:

- (a) Career counselling, career assessment and computer technical support will be provided by a team of LD staff that is stationed at Y.E.S. and headed by a Labour Officer. Besides the Labour Officer, the team includes Assistant Labour Officers, clerical staff that provides support to LD's staff and an IT staff that provides support to the computer system of the Y.E.S.
- (b) The staff of the Operator shall be responsible for the overall operation of the Y.E.S. and the Services as set out in these Service Specifications and the Contract. The staff of the Operator shall be managed by a Centre-in-charge, who shall be accountable to the Labour Officer of the Y.E.S.

Facilities & Equipment of the Y.E.S.

12. Y.E.S. is equipped with a wide range of support services and facilities. They include career assessment facilities, career information area, workstations, computers and printers for general use and for professional design, counselling rooms, a business room and a multi-function room. At the same time, there is a computer system developed by LD to facilitate member registration, booking of facilities, sending training invitations, monitoring facilities usage, preparing statistical reports, etc. The lists of Equipment of Y.E.S.(Mong Kok) and Y.E.S.(Kwai Fong) are attached at Appendices B-1 and B-2 respectively. (The lists are for reference only - please refer to Clause 17(e) of Part 2, the Terms of Tender.)

Scope of Services to be provided by the Operator

13. The Operator is required to manage the daily operation of the Y.E.S. The Operator shall provide, but not limited to, the following range of services at the Y.E.S.:

- (a) ensuring the smooth operation of the Y.E.S. during all opening hours based on established guidelines and requirements;**
- (b) manning reception counter;**
- (c) membership registration;**
- (d) administering appropriate measures to ensure the security, proper and legal use of office equipment, facilities, computers and workstations provided by the Y.E.S.;**
- (e) promoting the services of the Y.E.S., including planning and/or delivering the promotional activities;**
- (f) providing clerical, administrative and secretarial support to the Y.E.S., including support services to all services and functions of the Y.E.S.; and**
- (g) ensuring cleanliness and tidiness of the Y.E.S. (on top of the basic cleaning services provided by LD's contractor) based on guidelines and requirements from time to time prescribed by LD; as well as performing setting up and restoring the original setting of function venue of the Y.E.S. after programmes, training or functions.**

14. Besides the provision of the above services at the Y.E.S., the Operator is also required to provide motivational or emotional assistance to Members. The Operator shall provide, but not limited to, the following range of services and present detailed service plan in its tender:

- (a) providing Professional counselling and case management for young people with special employment difficulties by Professional Staff;**
- (b) analysing the results of Career Assessment and providing career counselling to young people in assisting them to map out career path and identify suitable employment;**
- (c) identifying special training needs of young people in order to prepare them for employment and self-employment;**
- (d) organising support group, developmental activities and centre-based training programmes according to Members' need to enhance their employability and sustainability in an employment;**
- (e) organising recruitment functions in line with Members' needs and aspirations; and**
- (f) collaborating and interfacing with other service providers.**

15. On top of the activities mentioned above as well as other value-added services that are included in the Operator's tender, both LD and the Operator may initiate the organisation of other value-added activities tailor-made for different target-groups from time to time during the Implementation Period. Subject to the written endorsement of the Labour Officer of the Y.E.S., the Operator will organise those functions with the incurred cost to be absorbed by LD. The Operator is required to follow the Stores and Procurement Regulations of the Government of the HKSAR when there will be such expenses incurred.

Roles and Responsibilities

Operator's responsibilities

16. The Operator shall provide and deliver the Services to LD in accordance with the terms and conditions of the Contract. It should also render assistance to LD in incident/accident or complaint investigations.

17. The Operator shall comply with all applicable ordinances, regulations, by-laws and rules which are in force from time to time and all circulars, notices and requirements of the appropriate Government authorities and departments applicable to the operation of Y.E.S.

18. The Operator shall cooperate with and make all necessary arrangements and coordination with LD, and any other person specified by LD to ensure satisfactory delivery of the Services.

LD's responsibilities

19. Both LD and the Operator will provide career counselling to Members after the Members completed the Career Assessment. If Members are identified as in need of motivational assistance or Professional counselling during the career counselling sessions conducted by staff of LD, they will be referred internally to Professional Staff of the Operator for assistance.

20. LD will endeavour to provide the Operator with all general information and guidance as it considers being reasonably necessary to enable the Operator to carry out the Services efficiently and effectively.

21. LD will steer the direction of service delivery of Y.E.S. LD has the full discretion on adopting additional activities proposed by the Operator as specified at Clause 15 of the Service Specifications.

22. LD will bear the recurrent cost of standard items, including rent and rate of the premises, maintenance fees for equipment provided by LD, charges for consumables of computers, printers, facsimile machines, photocopiers, smart cards, water dispenser, standard office stationery & stores and equipment provided by LD under normal consumption.

General Requirements

Staffing

23. The Operator shall provide sufficient number of full time (and part time, if applicable) competent staff to meet the service requirements of these Service Specifications.

24. The number, qualifications and work experience of the Operator Staff shall not be less than those as committed by the Operator in Schedules A and B throughout the Implementation Period. Within 14 days prior to the commencement of the Implementation Period, the Operator shall provide the Government Representative with a list showing the names and the positions of the Operator Staff, and documentary evidence satisfactory to the Government

Representative to show that they comply with the qualifications and work experience as committed in Schedules A and B. The nominees for the three Key Personnel roles proposed in Schedule A shall be in accordance with such proposals for the three Key Personnel roles throughout the Implementation Period. Where during the Tender Validity Period or the Implementation Period, a nominee for a role of the Key Personnel will no longer serve as such whether because he or she is no longer an employee of the Tenderer or for other reason (“outgoing nominee”), the Operator shall be obliged to provide another nominee to replace the outgoing nominee with qualification and experience as at the commencement of the Implementation Period (or as at the proposed date of joining) which are **not** less than those possessed by the outgoing nominee (unless and to the extent waived by the Government). Any non-compliance under the circumstances mentioned in Clause 10(a)(ii)(bb) of the Conditions of Contract will lead to non-payment pursuant to Clause 10(a)(ii) of the Conditions of Contract.

25. Without prejudice to Clause 24 above, the Operator shall flexibly deploy staff to meet service needs during peak hours. A suitable staff roster plan shall be formulated on a monthly basis to meet the daily requirements of:

- (a) providing managerial/supervisory grade staff to monitor the delivery of the Services;
- (b) providing Professional Staff to provide career counselling, Professional counselling or related services; and
- (c) providing counter/clerical staff to perform support and counter services.

Premises

26. The Operator shall not make any alterations to the buildings and facilities of the Premises without the prior written approval of LD.

Essential Service Requirements

27. The Operator is required to comply with the essential service requirements as follows:

- (a) The Y.E.S. is to be opened from 10 a.m. to 7 p.m., Mondays to Saturdays except public holiday as defined in Interpretation and General Clauses Ordinance (Cap. 1). The Operator shall also organise training courses and employment support activities after 7 p.m. for at least 200 hours per year of the Implementation Period so that Members can attend with advance booking. LD may, at its sole discretion, without altering the total number of operating hours per day, stipulate changes to the opening and closing hours of the Y.E.S. any time during the Implementation Period.
- (b) Without prejudice to Clause 24 above, throughout the opening hours of the Y.E.S. including lunch breaks, the Operator shall make sure that the Y.E.S. is staffed with at least five Operator Staff, including the Centre-in-charge (or the deputy during his or her absence), at least one Professional Staff (Type A, B or C), and at least two counter/clerical staff, save for temporary non-compliance with prior written consent of the LD representative at the Y.E.S. Centre.
- (c) Throughout the opening hours of the Y.E.S., the Operator shall ensure there must be at least one Professional Staff (whether Type A or B or C) as the duty officer designated to be responsible for the daily operation of the Y.E.S. whose duties

include, without limitation, ensuring the smooth running of training programmes and other activities to be held at the Y.E.S., handling special enquiries and complaints, conducting preliminary interview with Members requesting for Professional counselling, etc.

- (d) The Centre-in-charge, who shall be accountable to the Labour Officer of the Y.E.S. for the overall operation of the Y.E.S. and the Services as set out in these Service Specifications and the Contract, must be a registered social worker with recognised degree in social work and station at the Y.E.S. A deputy, who shall be a Professional Staff, must be appointed whenever the Centre-in-charge is absent during the operation hours.
- (e) Without prejudice to the obligation of the Operator to hire Operator Staff which exceed the following minimum requirements as committed by it in Schedule B (if applicable), the minimum number of staff, their minimum qualifications and work experience requirements to be employed by the Operator are summed up as below:

Rank	Type	Minimum Number	Minimum Qualification	Minimum Work Experience
Centre-in-charge	N.A.	One (1) full time	A registered social worker with a bachelor degree in social work recognised by the Social Workers Registration Board	With 3 years' work experience in youth services and 2 years' experience in centre supervision
Professional Staff	A (to perform the full range of duties of type "C" staff and to be designated to deputise the duty of Centre-in-charge in his/her absence)	One (1) full time	A registered social worker with a bachelor degree in social work recognised by the Social Workers Registration Board	With 1 year work experience in youth services
	B (to support self-employment service)	One (1) full time	A registered social worker with diploma in social work recognised by the Social Workers Registration Board or a person with a diploma in business administration	With 1 year work experience in youth services and 1 year work experience obtained from self-employment or in providing supporting service for self-employment

Rank	Type	Minimum Number	Minimum Qualification	Minimum Work Experience
	C (to provide counselling, training and recruitment related services)	Three (3) full time	A registered social worker with a diploma in social work recognised by the Social Workers Registration Board	With 1 year work experience in youth services
Counter/ Clerical Staff	N.A.	Three (3) full time	Completion of Secondary 5	With six months' work experience in youth services, counter and clerical services

References to a “full time” shall mean in relation to an Operator Staff member, he is on duty at the Y.E.S. Centre for a minimum of 44 hours (including meal breaks with each last for an hour) per week subject to an allowance of 75 leave hours (for leave of absence under study leave, vacation leave and sick leave, etc.) per year. References to a “part time” shall mean in relation to an Operator Staff member, he is standing in for a full time Professional Staff and/or a full time Counter/Clerical Staff from time to time during sick leave/lunch break/annual leave absences to ensure that Clause 27(b) above is complied with. No one individual may be assigned to perform more than one Operator Staff position or the same position for both Centres (where applicable).

- (f) The Operator shall inform LD in advance of any removal or change or departure of any Operator Staff. In addition, in the event of any removal or change or departure of any Operator Staff, the Operator shall find a suitable replacement which complies with the minimum qualification and experience as committed by the Operator in Schedules A and B within 14 days after the removal or change or departure of the original Operator Staff. The Operator shall upon request of the Government Representative provide documentary evidence satisfactory to the Government Representative to show that the replacement does meet the minimum qualification and experience as committed by it in Schedules A and B.
- (g) The experience and qualifications of those nominees proposed in Schedule A filling the three Key Personnel roles shall be determined as at the Original Tender Closing Date. For the avoidance of doubt, subject to paragraph 4(i) of Annex A to the Terms of Tender, the experience and qualifications of any person from time to time replacing these nominees during the Implementation Period and of any person filling in a role which is not a Key Personnel role shall be determined as at the date he or she proposes to a member of the Operator Staff (“Proposed Date of Joining”). Any reference to any period within which certain experience or qualifications shall have been gained shall mean the period immediately preceding the Original Tender Closing Date or the Proposed Date

of Joining, where applicable. All experience of a nominee of a key role or non-key role is counted in days and all such experience in days shall be added up and then divided by 365 days to arrive at the number of complete years (i.e. each complete year with 365 days) covered by such total period with any remainder period of experience in days which falls short of one complete year of 365 days to be ignored.

Publicity

28. In addition to the promotional activities that are initiated by the Operator and included in the Proposal, the Operator shall assist LD to promote the services of the Y.E.S. In any case, the Operator is required to submit to LD all advertising or other publicity materials relating to the Y.E.S. in which the Y.E.S.'s logo or LD's logo is to be included and/or the Y.E.S.'s name or LD's name is mentioned or language used from which a connection with the Y.E.S. or LD can reasonably be understood or implied. The Operator shall not publish or use such advertisement or other publicity materials for purposes other than promoting the services of the Y.E.S. unless with LD's written consent.

Insurance

29. The Operator shall maintain the premises, furniture, and equipment in a condition that provides a safe physical environment free from obstruction and risks for the protection of Members, staff and visitors. The Operator shall take out, maintain and renew upon expiry, appropriate Public Liability Insurance policies throughout the Implementation Period in accordance with Clause 14 of the Conditions of Contract.

Protection of target users' personal data

30. The Operator shall observe the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) in the collection, handling, disclosure and destruction of any information regarding Members. The Operator shall take extra care in handling electronic data of Members.

Continuation of Services

31. The Operator shall have a feasible contingency plan to specify strategies for the continuation of service and ensure that the contingency plan can be activated at all times should the Operator encounter difficulties in providing any of the Services or in meeting temporary excessive service demands. LD shall be informed as soon as possible when the contingency plan is activated and the alternative mode of service is delivered. Any back-up services provided must meet all requirements of these Service Specifications. No additional allowance or compensation in any form will be payable by LD in implementing the contingency plan. The contingency plan must be submitted to LD for endorsement.

Transitional Arrangement

32. If there will be a case that upon expiry of the Contract and subsequent agreement is entered into with another operator, the Operator shall co-operate with LD to ensure proper transfer of services to the succeeding operator.

Funding

33. The Operator will be paid the Monthly Operating Fee for delivering the Services in the Implementation Period. The Monthly Operating Fee is payable to cover expenses for personal emoluments, including provident fund, for employing Professional and supporting staff, general operational expenses (including administrative expenses, medical expenses, overtime allowance, expenses for activities and programmes that are specified under Clauses 14(d) and 14(e) above or other value-added services to be funded by the Operator and included in the tender, and miscellaneous expenses and so on), and all other charges (including employee compensation insurance and public liability insurance, and so on). Without prejudice to the generality of Clause 10 of the Conditions of Contract, except expenses for additional value-added functions that have been approved by LD in writing in advance in accordance with Clause 15 above during the Implementation Period, the Government will not accept any liabilities for or arising from the Services beyond the Monthly Operating Fee.

Payment Arrangement

34. Subject to Clause 35 below, LD shall pay to the Operator 90% of each Monthly Operating Fee in accordance with Clause 10(a)(i) of the Conditions of Contract.

35. The remaining 10% of each Monthly Operating Fee shall only be payable to the Operator in accordance with Clause 10(a)(ii) of the Conditions of Contract.

Performance Standards

36. The Operator shall achieve the following performance standards as one of the conditions to be fulfilled before being eligible for the remaining 10% of each Monthly Operating Fee specified in Clause 35 above:

1. to attract Members to attend and to make use of the services of the Y.E.S. 30,000 times per year during the Implementation Period;
2. to recruit 120 Members to register as fresh Business Members of the Y.E.S. per year during the Implementation Period;
3. to maintain a quarterly average attendance rate of 80% of all programmes, activities and training organised by the Y.E.S. throughout the Implementation Period;
4. to provide Professional counselling service to 100 Members per year with satisfactory service level as computed from the evaluation surveys conducted on the Members during the Implementation Period;
5. to provide career counselling service to 300 Members per year after the Members completed the Career Assessment during the Implementation Period;
6. to provide 48 training courses, including not less than 6 online or mixed mode courses per year conducted by Qualified Trainer on areas that young people are interested in, include, but not limited to Neuro-linguistic programming and Myers-Briggs Type Indicator during the Implementation Period;
7. to provide 12 recruitment functions per year in line with Members' need and aspiration during the Implementation Period; and

8. to organise 12 outreaching promotional services or activities per year at different places, including but not limited to secondary schools, tertiary institutions, shopping malls and locations in close proximity to the Y.E.S. Centre or popular spots for young people, to promote the services of the Y.E.S. and recruit fresh Members and/or Business Members of the Y.E.S. during the Implementation Period.

Monitoring Mechanism

37. The Operator is required to comply with the requirements as laid down in these Service Specifications and the Contract.

38. LD and LD's representative of the Y.E.S. will perform onsite monitoring, visits, auditing the service records kept by the Operator and conducting user satisfaction survey to ensure that the Operator complies in full with service requirements set out in these Service Specifications and the Contract.

39. For the purpose of determining compliance with the performance standard mentioned in item 3 of Clause 36 above, the Labour Officer of LD and Centre-in-charge of the Operator at the Y.E.S. Centre shall determine the target number of participants of each training activity organised at the Y.E.S. taking into account of the objective, nature, requirements and capacity of the venue of each training activity. The Operator shall be required to calculate the attendance rate with reference to such target number for each training activity.

40. The Operator is required to submit quarterly work plan and performance report, monthly and quarterly statistical returns on the output requirements, additional/new items and Accepted Innovative Suggestions it has pledged in a prescribed format and time frame. This form may be revised to incorporate any changes as LD may from time to time stipulate pursuant to Clause 41 below.

41. The service requirements and performance standards set out in these Service Specifications and the Contract may need to be revised from time to time during the Implementation Period. The power to revise the service requirements and performance standards will rest with LD alone, but the Operator will be consulted if the performance standards are to be revised.

Performance Assessment

42. The Operator is required to prepare and report to LD at regular intervals, the performance standards achieved and activities organised. LD representatives may specify in writing upon commencement of the Contract or at any time during the Implementation Period, the date of submission of such interim reports and the details to be covered. In addition, the Operator is required to prepare and submit to LD for his written approval a 1st interim report to cover the period from the first day of the Implementation Period until 31 December 2026; a 2nd interim report to cover the period from 1 January 2027 until 31 December 2027; and an end-of-project report to cover the period from 1 January 2028 until the last day of the Implementation Period. Each such report shall evaluate the extent to which it has achieved the pre-set performance standards specified in Clause 36 of the Service Specifications and the performance standards based on the output and outcome indicators proposed by the Operator in Parts 1(a) and (c) of Schedule B in respect of the period to which such report relates with

supporting documents. Besides the basic pre-set performance standards set out in Clause 36 above, the Operator shall comply with the standards measured by other output and outcome indicators proposed in Parts 1(a) and (c) of Schedule B. The Operator shall throughout the Implementation Period observe and comply with all these standards as part of the terms of the Services. Measures implemented or activities organised for the purpose of achieving the Accepted Innovative Suggestions as provided in Part 1(e) of Schedule B shall be evaluated and included in the interim reports and the end-of-project report with supporting documents.

Termination of the Contract

43. LD may terminate the Contract in accordance with Clauses 8, 15 and 21 of the Conditions of Contract.

Others

44. Notwithstanding anything herein to the contrary, the Government reserves the full discretion to amend, revise and/or supplement the name, location, services and operation of the Y.E.S Centre at no adjustment to the Monthly Operating Fee. Not less than 30 days' prior written notice will be given to the Operator before implementation of any such amendment(s).

Appendix A-1 – Floor Plan of Y.E.S.(Mong Kok)

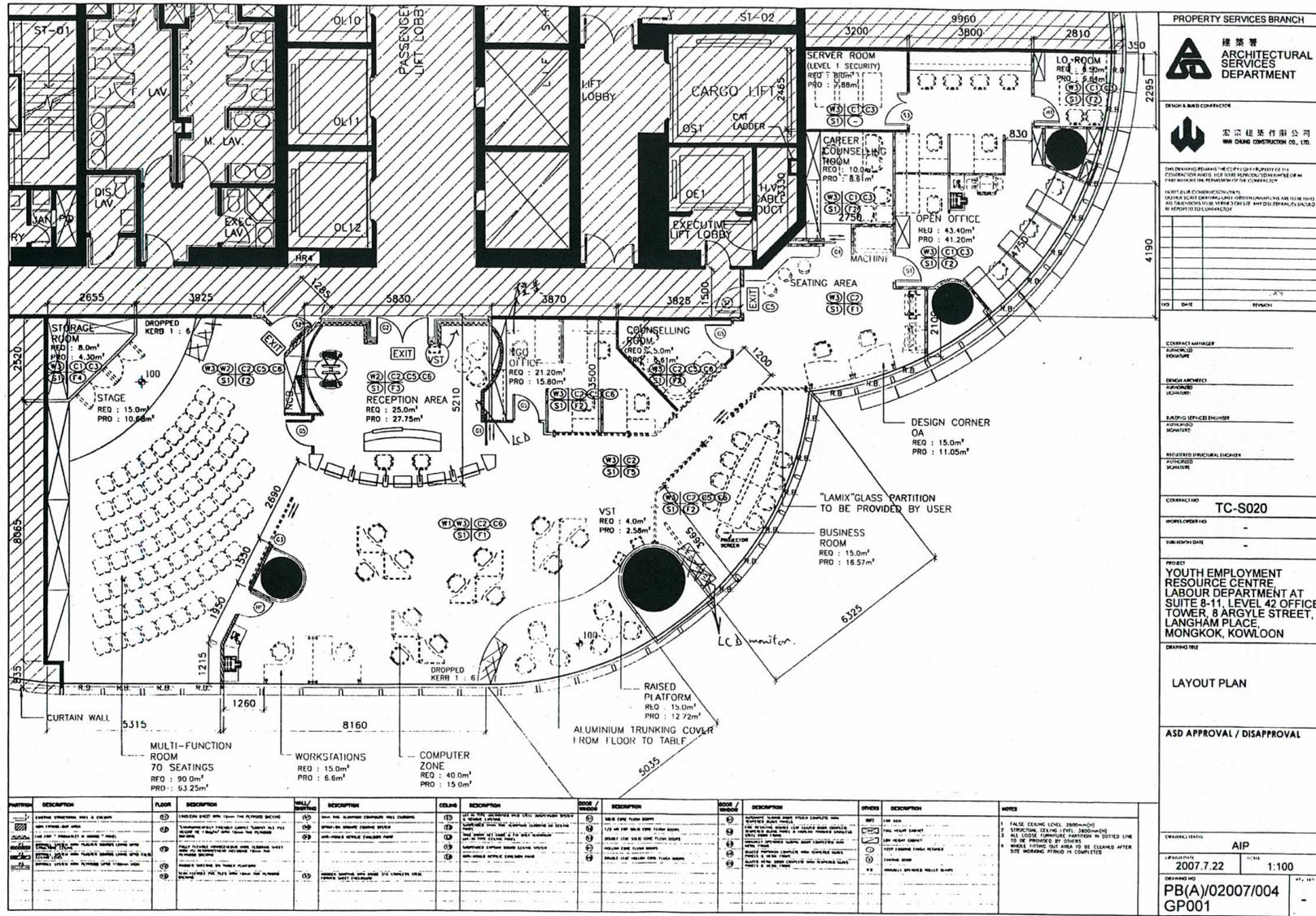
Appendix A-2 – Floor Plan of Y.E.S.(Kwai Fong)

Appendix B-1 – List of Equipment of Y.E.S.(Mong Kok)

Appendix B-2 – List of Equipment of Y.E.S.(Kwai Fong)

Appendix A-1

Floor Plan of Y.E.S.(Mong Kok)



PROPERTY SERVICES BRANCH

建築署 ARCHITECTURAL SERVICES DEPARTMENT

DESIGN & BUILD CONTRACTOR

高策建築有限公司 HEE CHEE CONSTRUCTION CO., LTD.

THE DRAWING REMAINS THE PROPERTY OF THE ARCHITECTURAL SERVICES DEPARTMENT. IT IS TO BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED IN THE CONTRACT DOCUMENTS. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL SERVICES DEPARTMENT IS PROHIBITED.

THE DRAWING REMAINS THE PROPERTY OF THE ARCHITECTURAL SERVICES DEPARTMENT. IT IS TO BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED IN THE CONTRACT DOCUMENTS. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL SERVICES DEPARTMENT IS PROHIBITED.

CONTRACT NO: TC-S020

PROJECT: YOUTH EMPLOYMENT RESOURCE CENTRE LABOUR DEPARTMENT AT SUITE 8-11, LEVEL 42 OFFICE TOWER, 8 ARGYLE STREET, LANGHAM PLACE, MONGKOK, KOWLOON

LAYOUT PLAN

ASD APPROVAL / DISAPPROVAL

DATE: 2007.7.22

SCALE: 1:100

DRAWING NO: PB(A)02007/004

GP001

Appendix B-1

List of Equipment of Y.E.S.(Mong Kok)

	Area	Equipment
1.	Operator Office	<ul style="list-style-type: none"> ● All-in-one Printer ● Digital Camera ● Laser Pointer ● LCD TV for viewing CCTV ● Network Personal Computers ● Paper Shredder ● Small Desktop Printers ● Telephones ● Water Dispenser
2.	Reception Area	<ul style="list-style-type: none"> ● 32" LCD TV ● All-in-one Printer ● AV System ● CCTV System ● LCD TV for viewing CCTV ● Lighting Controller ● Network Personal Computers ● PA System ● Quick Cam ● Smartcard Printers ● Telephones ● Thermal Printers ● Touch Screen Computers for Registration ● Umbrella Stand ● Vacancy Search Terminal
3.	Public Area	<ul style="list-style-type: none"> ● CCTV System ● Electric Curtain ● Water Dispenser ● Wi-Fi Facility
4.	Multi-function Room	<ul style="list-style-type: none"> ● AV System ● CCTV System ● Display Panel ● DVD Camera ● DVD Player ● DVD Recorder ● Electric Curtain ● Electric Screen ● Flip Chart ● Laser Pointer ● LCD Projector ● Lighting Controller ● Notebook Computer ● PA System

	Area	Equipment
		<ul style="list-style-type: none"> ● Remote Control Receiver ● Wireless Microphone Receiver
5.	Computer Zone	<ul style="list-style-type: none"> ● CCTV System ● Fax Machine ● Network Personal Computers ● Network Printer cum Photocopier ● Telephone ● Thermal Printers ● Touch Screen Computers for Career Assessment ● Touch Screen Computer for Online Registration ● Vacancy Search Terminals
6.	Business Room	<ul style="list-style-type: none"> ● CCTV System ● DVD Recorder ● Electric Curtain ● Panaboard with Printer ● PC Speaker ● LCD Projector ● Telephone
7.	Workstation	<ul style="list-style-type: none"> ● All-in-one Printers ● CCTV System ● Drawing Tablets ● Electric Curtain ● Network High-performance Personal Computers ● Photo Scanner ● Telephone
8.	Design Corner	<ul style="list-style-type: none"> ● CCTV System ● Colour Laser Printer with scan function ● Drawing Tablets ● Electric Curtain ● Large Format Printer for Professional Design ● Mac Computer ● Photo Printer ● Photo Scanner
9.	Professional Counselling Room	<ul style="list-style-type: none"> ● CCTV System ● Radio Data System (Mini-Hifi) ● Telephone
10.	Career Counselling Room	<ul style="list-style-type: none"> ● CCTV System ● DVD Recorder ● Laminator ● LCD TV ● Network Personal Computer ● Small Desktop Printer ● Telephone

	Area	Equipment
		● Video Camera

List of Equipment of Y.E.S.(Kwai Fong)

	Area	Equipment
1.	Operator Office	<ul style="list-style-type: none"> ● All-in-one Printer ● Laser Pointer ● LCD TV for viewing CCTV ● Network Personal Computers ● Paper Shredder ● Small Desktop Printers ● Telephones ● Water Dispenser
2.	Reception Area	<ul style="list-style-type: none"> ● All-in-one Printer ● AV System ● CCTV System ● DVD Player ● LCD TV for viewing CCTV ● Lighting Controller ● Network Personal Computers ● PA System ● Quick Cam ● Smartcard Printers ● Telephones ● Thermal Printers ● Touch Screen Computers for Registration ● Umbrella Stand ● Vacancy Search Terminals
3.	Public Area	<ul style="list-style-type: none"> ● CCTV System ● Electric Curtain ● Water Dispenser ● Wi-Fi Facility
4.	Multi-function Room	<ul style="list-style-type: none"> ● AV System ● CCTV System ● Display Panel ● DVD Camera ● DVD Player ● DVD Recorder ● Electric Curtain ● Electric Fans ● Electric Screen ● Flip Chart ● Laser Pointer ● LCD Projector ● LCD TV ● Lighting Controller ● Notebook Computer

	Area	Equipment
		<ul style="list-style-type: none"> ● PA System ● Panaboard with Printer
5.	Computer Zone	<ul style="list-style-type: none"> ● CCTV System ● Electric Curtain ● Fax Machine ● Network Personal Computers ● Network Printer cum Photocopier ● Telephone ● Thermal Printers ● Touch Screen Computer for Online Registration ● Touch Screen Computers for Career Assessment ● Vacancy Search Terminals
6.	Business Room	<ul style="list-style-type: none"> ● CCTV System ● Electric Curtain ● LCD TV ● Panaboard with Printer ● Telephone
7.	Workstation	<ul style="list-style-type: none"> ● CCTV System ● All-in-one Printers ● Drawing Tablets ● Electric Curtain ● Network High-performance Personal Computers ● Telephone
8.	Design Corner	<ul style="list-style-type: none"> ● CCTV System ● Colour Laser Printer with scan function ● Drawing Tablets ● Large Format Printer for Professional Design ● Mac Computer ● Photo Printer ● Photo Scanners ● Telephone
9.	Counselling Room with Tatami	<ul style="list-style-type: none"> ● CCTV System ● Radio/CD/ipod player ● Telephone
10.	Career Counselling Rooms	<ul style="list-style-type: none"> ● CCTV System ● DVD Recorders ● Electric Curtain ● LCD TV ● Network Personal Computers ● Small Desktop Printers ● Telephones ● Video Cameras
11.	Raised Platform	<ul style="list-style-type: none"> ● 37" LCD TV

	Area	Equipment
		<ul style="list-style-type: none">● CCTV System● Electric Curtain● Floor Lamp● Network Personal Computers● Newspaper Stand● Quick Cam● Smart Card Printer

PART 5 – CONTRACT SCHEDULES

- Schedule A – Information of the Tenderer and its Key Personnel
- Schedule B – Technical Proposal
- Schedule C – Price Proposal
- Schedule D – Bank Guarantee
- Schedule E – Reply Form for Tender Briefing
- Schedule F – Consent for Disclosure
- Schedule G – Non-collusive Tendering Certificate

**Schedule A –
Information of the Tenderer and its Key Personnel
for the Provision of Management Services for the Y.E.S. Centre**

Tender for Y.E.S.(Mong Kok) Y.E.S.(Kwai Fong)
(Please “✓” as appropriate)

Tenderers are strongly advised to take note of Clauses 4 and 5 of the Terms of Tender before preparing for Schedule A. Tenderers may complete this Schedule (Parts 1 and 2) in either English or Chinese.

Part 1 Information of the Tenderer

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

Chinese: _____

English: _____

- (b) **The Tenderer is** (*Please “✓” where appropriate and attach the relevant documents as required in Clause 5.2(a) or 5.2(b) of the Terms of Tender.*)

- a company registered under the Companies Ordinance (Registration no.: _____)
- an entity incorporated under any Ordinance of the Laws of Hong Kong
(Please specify: _____)
- office-bearer of a society registered or exempted from registration under the Societies Ordinance (Registration no.: _____) acting in his or personal capacity

- (c) **Registered Address**

Chinese: _____

English: _____

- (d) **Website:** _____

- (e) **Contact Person**

Name: _____

Post Title: _____

Tel. No: _____

Fax No.: _____

Correspondence Address: _____

E-mail Address: _____

(f) Employees' Compensation Insurance Policy

Name of Insurer: _____
Policy No.: _____ Expiry Date: _____

(g) Brief description of the background of the Tenderer

Please briefly describe the background of the Tenderer including, without limitation, the date of establishment, core activities, services provided, relevant expertise and experience in youth services since establishment.

Part 2 Qualifications and Experience of Key Personnel

Tenderers are required to propose one nominee for each of the three Key Personnel roles specified below. Failure to provide at least the full name of the nominees in Chinese and/or English for all three Key Personnel roles in (i)(c), (ii)(c) and (iii)(c) of Part 2 below will render the Tender invalid (See paragraph 2 of Annex A to 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 Schedule A being referred to.)

(i) Centre-in-charge

- (a) Is the nominee for the role of the Centre-in-charge a full time employee of the Tenderer as at the date of the tender submission, **and** a Registered Social Worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board as at the Original Tender Closing Date? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(d) of the Terms of Tender)*

Yes

No

- (b) Did the nominee for the role of the Centre-in-charge acquire, in the past seven (7) years immediately preceding the Original Tender Closing Date, at least three (3) aggregate years of work experience gained in Hong Kong in youth services **and** two (2) aggregate years of work experience in the supervision of the operation of a youth centre / youth centres (“centre supervision”)? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(d) of the Terms of Tender)*

Yes

No

Note : Please refer to paragraph 4 of Annex A to the Terms of Tender on how the work experience will be calculated.

- (c) Please indicate in the table below the work experience (excluding experience gained outside Hong Kong) of the nominee for the role of the Centre-in-charge in youth services and centre supervision in the past seven (7) years of immediately preceding the Original Tender Closing Date.

For experience gained by the nominee for the role of the Centre-in-charge, the Tenderer is required to fill in the table below and provide documentary proof for substantiation of claims, including but not limit to the proof of Social Workers Registration from Social Workers Registration Board, academic qualification with a bachelor degree or above in social work recognised by the Social Workers Registration Board, and employment record(s) showing the name of employer, post title, employment period, responsibilities of providing youth services, and centre supervisory responsibilities.

The list together with documentary proof must demonstrate the Tenderer complies with the essential requirement in Clause 4(b)(i) of the Terms of Tender. Tenders should also note the consequence of non-compliance of an essential requirement as provided in Clause 4 of Terms of Tender and paragraph 4(f) of Annex A to the Terms of Tender.

Please provide the full name of the nominee for the role of the Centre-in-charge and fill in the table below:

Note : For counting of experience of the Tenderer’s nominee for the three Key Personnel roles, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.

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

Employer	Post Title	Employment Period (dd/mm/yyyy to dd/mm/yyyy)	Number of Calendar Days Counted for Accumulated Experience in the Period in	
			(i) Youth Services	(ii) Centre Supervision
Total number of calendar days :			days	days
Total number of aggregate years :			years	years

(ii) Type A Professional Staff

(a) Is the nominee for the role of the Type A Professional Staff a full time employee of the Tenderer as at the date of tender submission, **and** a Registered Social Worker with a bachelor degree or above in social work recognised by the Social Workers Registration Board as at the Original Tender Closing Date? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(e) of the Terms of Tender)*

Yes No

(b) Did the nominee for the role of the Type A Professional Staff acquire, in the past three (3) years immediately preceding the Original Tender Closing Date, at least one (1) aggregate year of work experience gained in Hong Kong in youth services? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(e) of the Terms of Tender)*

Yes No

Note : Please refer to paragraph 4 of Annex A to the Terms of Tender on how the work experience will be calculated.

(c) Please indicate in the table below the work experience (excluding experience gained outside Hong Kong) of the nominee for the role of the Type A Professional Staff in youth services in the past three (3) years immediately preceding the Original Tender Closing Date.

For experience gained by the nominee for the role of the Type A Professional Staff, the Tenderer is required to fill in the table below and provide documentary proof for substantiation of claims, including but not limit to the proof of Social Workers Registration from Social Workers Registration Board, academic qualification with a bachelor degree or above in social work recognised by the Social Workers Registration Board, and employment record(s) showing the name of employer, post title, employment period, and responsibilities of providing youth services.

The list together with documentary proof must demonstrate the Tenderer complies with the essential requirement in Clause 4(b)(ii) of the Terms of Tender. Tenders should also note the consequence of non-compliance of an essential requirement as provided in Clause 4 of Terms of Tender and paragraph 4(f) of Annex A to the Terms of Tender.

Please provide the full name of the nominee for the role of the Type A Professional Staff and fill in the table below:

Note : For counting of experience of the Tenderer’s nominee for the three Key Personnel roles, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.

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

Employer	Post Title	Employment Period (dd/mm/yyyy to dd/mm/yyyy)	Number of Calendar Days Counted for Accumulated Experience in the Period in Youth Services
Total number of calendar days :			days
Total number of aggregate years :			years

(iii) Type B Professional Staff

- (a) Is the nominee for the role of the Type B Professional Staff a full time employee of the Tenderer as at the date of the tender submission, **and** a Registered Social Worker with a diploma or above in social work recognised by the Social Workers Registration Board or a person with a diploma or above in Business Administration as at the Original Tender Closing Date? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(f) of the Terms of Tender)*

 Yes No

- (b) Did the nominee for the role of the Type B Professional Staff acquire, in the past three (3) years immediately preceding the Original Tender Closing Date, at least one (1) aggregate year of work experience gained in Hong Kong in youth services **and** at least one (1) aggregate year of work experience gained in Hong Kong from self-employment or in providing supporting services for self-employment? *(Please “✓” where appropriate and attach the relevant documents as required under Clause 5.2(f) of the Terms of Tender)*

 Yes No

Note : Please refer to paragraph 4 of Annex A to the Terms of Tender on how the work experience will be calculated.

- (c) Please indicate in the table below the work experience (excluding experience gained outside Hong Kong) of the nominee for the role of the Type B Professional Staff in youth services and from self-employment or in providing supporting services for self-employment in the past three (3) years of immediately preceding the Original Tender Closing Date.

For experience gained by the nominee for the role of the Type B Professional Staff, the Tenderer is required to fill in the table below and provide documentary proof for substantiation of claims, including but not limit to the proof of Social Workers Registration from Social Workers Registration Board, academic qualification with a diploma or above in social work recognised by the Social Workers Registration Board or a diploma or above in business administration, and employment record(s) showing the name of employer, post title, employment period, and responsibilities of providing youth services and self-employment or supporting services for self-employment.

The list together with documentary proof must demonstrate the Tenderer complies with the essential requirement in Clause 4(b)(iii) of the Terms of Tender. Tenders should also note the consequence of non-compliance of an essential requirement as provided in Clause 4 of Terms of Tender and paragraph 4(f) of Annex A to the Terms of Tender.

Please provide the full name of the nominee for the role of the Type B Professional Staff and fill in the table below:

Note : For counting of experience of Tenderer’s nominee for the three Key Personnel roles, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.

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

Employer	Post Title	Employment Period (dd/mm/yyyy to dd/mm/yyyy)	Number of Calendar Days Counted for Accumulated Experience in the Period	
			(i) in Youth Services	(ii) from Self-employment or in Providing Supporting Services for Self-employment
Total number of calendar days :			days	days
Total number of aggregate years :			years	years

附表A – 投標者及主要職員的資料
為「青年就業起點」提供管理服務

投標 旺角「青年就業起點」 葵芳「青年就業起點」
 (請在適當位置加上“✓”號)

投標者填寫附表 A 前，請務必留意「招標條款」(即 *Terms of Tender*) 第 4 及 5 條。投標者可用中文或英文填寫本附表第一及第二部分。

第 1 部分 投標者資料

(a) 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：

(b) 投標者是 (請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(a) 或第 5.2(b) 條內所列的相關證明文件。)

根據《公司條例》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：_____)

根據《社團條例》註冊或獲豁免註冊的社團 (註冊編號：_____)
 的以其個人身份行事的幹事

(c) 註冊地址

中文：

英文：

(d) 網址：

(e) 聯絡人

姓名：

職銜：

電話號碼：

傳真號碼：

通訊地址：

電郵地址：

(f) 僱員補償保險保單資料

保險公司名稱: _____

保單編號: _____ 保單到期日: _____

(g) 投標者的背景資料

請簡述投標者的背景包括但不限於成立日期、主要從事業務、提供的服務、自成立以來在青年服務的相關資歷和經驗。

第 2 部分 主要職員的資歷及經驗

投標者須就擔任以下三類指明主要職員，各建議一位被提名人。投標者如未能在下列第 2 (i)(c)、(ii)(c)及(iii)(c)項「擔任三類主要職員」部份提供被提名人的中文及/或英文全名，其標書將被視作無效（請參閱「招標條款」附件 A 第 2 段）。（如以下提供的空位不足以填寫所有資料，投標者可另加紙張書寫，並在附加的紙張上清楚註明有關資料是補充附表 A 的哪一部分。）

(i) 中心主任

- (a) 擔任中心主任的被提名人，在緊接入標當日，是否投標者的全職僱員，及在緊接原定截標日期前，是否持有獲社會工作者註冊局認可的社會工作學士學位或以上學歷的註冊社工？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(d) 條內所列的相關證明文件。）

是 否

- (b) 擔任中心主任的被提名人是否在緊接原定截標日期前 7 年內，在香港至少累計有 3 年青年服務的工作經驗及 2 年中心管理的工作經驗？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(d) 條內所列的相關證明文件。）

是 否

備註：請參閱「招標條款」附件 A 第 4 段內如何計算工作經驗。

- (c) 請於下列表格詳細列明，在緊接原定截標日期前 7 年內，擔任中心主任的被提名人從事青年服務及中心管理的相關工作經驗（不包括香港以外的經驗）。

就擔任中心主任的被提名人的相關經驗，投標者須於下列表格內填報有關資料，並提供相關的證明文件，包括但不限於社會工作者註冊局發出的社會工作者註冊、社會工作者註冊局認可的社會工作學士學位或以上的學歷證明、以及工作證明文件（當中載有僱主名稱、職位名稱、受僱期、從事青年服務及中心管理的工作職責）。

投標者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 4(b)(i)條所列的必要規定。投標者必須留意「招標條款」第 4 條及附件 A 第 4(f)段內有關未能符合必要規定的後果。

請提供擔任中心主任的被提名人姓名及填妥下列表格：

注意：在計算投標者建議擔任主要職員的被提名人的經驗時，重疊期間的經驗不可重複計算。

_____ (中文姓名) _____ (英文姓名)

僱主	職位名稱	受僱期 (日/月/年— 日/月/年)	就該段期間內，可被計算為累積經驗的曆日數目	
			(i)青年服務	(ii)中心管理
總日數：			日	日
累計總年數：			年	年

(ii) 專業員工類別一

- (a) 擔任專業員工類別一的被提名人，在緊接入標當日，是否投標者的全職僱員，及在緊接原定截標日期前，是否持有獲社會工作者註冊局認可的社會工作學士學位或以上學歷的註冊社工？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(e) 條內所列的相關證明文件。）

是 否

- (b) 擔任專業員工類別一的被提名人是否在緊接原定截標日期前 3 年內，在香港至少累計有 1 年青年服務的工作經驗？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(e) 條內所列的相關證明文件。）

是 否

備註：請參閱「招標條款」附件 A 第 4 段內如何計算工作經驗。

- (c) 請於下列表格詳細列明，在緊接原定截標日期前 3 年內，擔任專業員工類別一的被提名人從事青年服務的工作經驗（不包括香港以外的經驗）的資料。

就擔任專業員工類別一的被提名人的相關經驗，投標者須於下列表格內填報有關資料，並提供相關的證明文件，包括但不限於社會工作者註冊局發出的社會工作者註冊、社會工作者註冊局認可的社會工作學士學位或以上的學歷證明、以及工作證明文件（當中載有僱主名稱、職位名稱、受僱期、從事青年服務的工作職責）。

投標者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 4(b)(ii) 條所列的必要規定。投標者必須留意「招標條款」第 4 條及附件 A 第 4(f) 段內有關未能符合必要規定的後果。

(iii) 專業員工類別二

- (a) 擔任專業員工類別二的被提名人，在緊接入標當日，是否投標者的全職僱員，及在緊接原定截標日期前，是否持有獲社會工作者註冊局認可的社會工作文憑或以上學歷的註冊社工或持有工商管理文憑或以上學歷的人士？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(f) 條內所列的相關證明文件。）

是 否

- (b) 擔任專業員工類別二的被提名人是否在緊接原定截標日期前 3 年內，在香港至少累計有 1 年青年服務的工作經驗及 1 年自僱工作經驗或提供自僱支援服務經驗？（請於適當的空格內填上「✓」號，並夾附「招標條款」第 5.2(f) 條內所列的相關證明文件。）

是 否

備註：請參閱「招標條款」附件 A 第 4 段內如何計算工作經驗。

- (c) 請於下列表格詳細列明，在緊接原定截標日期前 3 年內，擔任專業員工類別二的被提名人從事青年服務及自僱工作或提供自僱支援服務（不包括香港以外的經驗）的資料。

就擔任專業員工類別二的被提名人的相關經驗，投標者須於下列表格內填報有關資料，並提供相關的證明文件，包括但不限於社會工作者註冊局發出的社會工作者註冊、社會工作者註冊局認可的社會工作文憑或以上的學歷證明或工商管理文憑或以上的學歷證明、以及工作證明文件（當中載有僱主名稱、職位名稱、受僱期、從事青年服務及自僱工作或提供自僱支援服務的工作職責）。

投標者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 4(b)(iii)條所列的必要規定。投標者必須留意「招標條款」第 4 條及附件 A 第 4(f)段內有關未能符合必要規定的後果。

請提供擔任專業員工類別二的被提名人的姓名及填妥下列表格：

注意：在計算投標者建議擔任主要職員的被提名人的經驗時，重疊期間的經驗不可重複計算。

_____ (中文姓名) _____ (英文姓名)

僱主	職位名稱	受僱期 (日/月/年— 日/月/年)	就該段期間內，可被計算為累積經驗的曆日數目	
			(i)青年服務	(ii)自僱工作或提供自僱支援服務
總日數：			日	日
累計總年數：			年	年

**Schedule B – Technical Proposal
for the Provision of Management Services for the Y.E.S. Centre**

Tender for Y.E.S.(Mong Kok) Y.E.S.(Kwai Fong)
(Please “✓” as appropriate)

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: _____

Tenderers are strongly advised to take note of Clause 5 of the Terms of Tender and the marking scheme in Annex A to the Terms of Tender before completing this Schedule B. Tenderers may complete this Schedule in either English or Chinese.

The submission of the Schedule shall not be more than 35 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 (see Clause 3(i)(ii) of Terms of Tender).

Part 1 Execution Plan

Tenderers are required to submit the following proposal for evaluation of tenders. (Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets the relevant part of Schedule B being referred to.) Failure to provide the proposal required for Schedule B may render the tender invalid because the assessment based on Assessment Criteria 1 to 5 under Stage 3 – Technical Assessment in Annex A to the Terms of Tender may not be possible and may result in the Tenderer failing to achieve the passing mark (i.e. 16 marks).

- (a) Proposed employment-related training programmes to be provided under the Contract and the delivery plan of these employment-related training programmes on a year basis during the Implementation Period (Assessment Criteria 1 and 2):

	Applicable category and sub-category based on the categorisation as mentioned below	Name of training programme	Frequency of the training programme to be conducted per year	Total training hours of all training programme(s) per year	Type/description of the training programme (e.g. content, trainers, target participants, etc)	Teaching method(s) to be adopted
1.						

	Applicable category and sub-category based on the categorisation as mentioned below	Name of training programme	Frequency of the training programme to be conducted per year	Total training hours of all training programme(s) per year	Type/description of the training programme (e.g. content, trainers, target participants, etc)	Teaching method(s) to be adopted
2.						
3.						
4.						
5.						
6.						
7.						
8.						

- Category: **soft skills**; sub-categories under such category: e.g. career planning, communication skills
- Category: **job hunting and related skills**; sub-categories under such category: e.g. career talk, curriculum vitae building
- Category: **job specific skills**; sub-categories under such category: e.g. junior photographer assistant, wedding planner
- Category: **self-employment support**; sub-categories under such category: e.g. marketing techniques, writing business proposals

(b) Human Resources and Centre Management Plan (Assessment Criterion 3)

The human resources and centre management plan shall include the following items:

- (i) division of responsibility and line of command for each rank of staff;
- (ii) measures to ensure the safe and proper use of facilities and services provided at the Y.E.S. Centre by Members;
- (iii) transition-in arrangements to take over the management of the Y.E.S. Centre from the existing Operator to ensure continuity of services; and
- (iv) transition-out arrangements to handover the management of the Y.E.S. Centre to the Government or new Operator to avoid disruption of services before and after expiry or termination of Contract.

(c) Quality Assurance and Publicity Plan (Assessment Criterion 4)

The quality assurance and publicity plan shall include the following items:

- (i) measures to monitor the quality of various services to be provided at the Y.E.S. Centre including professional counselling services, career counselling services, training activities and recruitment functions;
- (ii) measures to improve the service quality, including collect feedbacks or achieve performance exceeding or in addition to performance standards set by the Labour Department in Clause 36 of the Service Specifications;
- (iii) proposals to reach out to and enrol target users as Members of the Y.E.S. Centre; and
- (iv) proposals to encourage Members to make frequent use of the full range of services of the Y.E.S. Centre.

(d) Number of the Operator Staff as committed by Tenderer (Assessment Criterion 5)

The Tenderer shall confirm below whether the provision of Operator Staff fulfils/exceeds the minimum requirements of the number of staff as stated below. The minimum number of staff to be deployed by the Operator as specified in Clause 27 of the Service Specifications are repeated below:

Rank	Type	Minimum Number
Centre-in-charge	N.A.	One (1) full time
Professional Staff	A (to perform the full range of duties of type "C" staff and to be designated to deputise the duty of Centre-in-charge in his/her absence)	One (1) full time
	B (to support self-employment service)	One (1) full time
	C (to provide counselling, training and recruitment related services)	Three (3) full time
Counter/Clerical Staff	N.A.	Three (3) full time

Operator Staff Confirmation

- (i) We, the Tenderer named in Schedule B above, hereby commit that if we are awarded with the Contract, the individuals to be deployed by us for filling in the various Operator Staff positions as mentioned in the first column of the preceding table above for the Contract shall at least meet the minimum requirements of the number of staff as specified above.
- (ii) We, the Tenderer named in Schedule B above, also hereby confirm as follows (Please "✓" as appropriate):

- Yes, we will provide Operator Staff which exceed the minimum requirements in terms of the number of staff as specified above. *(NB: Please fill in the relevant row below for the relevant Operator Staff positions in respect of which the minimum requirements are surpassed.)*
- No, we will not provide Operator Staff which exceed the minimum requirements in terms of the number of staff as specified above. However, all of them will just meet the minimum requirements. *(NB: please disregard the table below.)*

(NB: If any space is left blank below, it shall be assumed that the Tenderer does not propose any higher commitment to the number of persons. Alternatively, the Tenderer may put in "N/A".)

Rank	<u>Additional</u> number of persons as committed by the Tenderer (Please specify “full time” or “part-time” for each additional rank. For “part-time” post, please also specify the number of weekly working hours)
<i>e.g. Type A Professional Staff</i>	<i>e.g. One more part-time, 18 hours/week</i>
Centre-in-charge	
Type A Professional Staff	
Type B Professional Staff	
Type C Professional Staff	
Counter/Clerical Staff	

(e) Innovative Suggestions (Assessment Criterion 6)

Tenderers are encouraged to make innovative suggestion(s), including Pro-innovation Proposals for provision of management services for the Y.E.S. Centres, and measures to improve environmental protection, sustainability or governance or social responsibility (“ESG Proposals”) in their proposed plan. Please complete the tables below if such Pro-innovation Proposals and ESG Proposals are to be provided.

(i) Pro-innovation Proposals

Pro-innovation Proposals are technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the service outcome. The emphasis is on output-based service delivery of which the contributions should be visible, and preferably be quantifiable and measurable. Assessment will be based on the number of Pro-innovation Proposals proposed by Tenderer(s) which are considered effective and practicable in improving and enhancing the service delivery by the Y.E.S. Centres. The positive values and/or benefits that Pro-innovation Proposals shall bring about have not been pre-defined for tender assessment. Tenderers may propose Pro-innovation Proposals, which may not necessarily be technology-related, bringing positive values and/or benefits in terms of any of the following:

- attaining better quality of various services to be provided at the Y.E.S.;
- boosting of Members’ satisfaction with the services of the Y.E.S.;

- attracting more target young people to become Y.E.S. members and increasing its utilisation;
- promoting the services and activities of the Y.E.S.; and
- any other benefits that can enhance the effectiveness of the Y.E.S. and the achievement of its performance standards set by the Labour Department in Clause 36 of Service Specifications or outcome indicators proposed by the Tenderer(s).

(ii) ESG Proposals

ESG Proposals may but need not be directly relevant to the Services and need not be innovative. Assessment will be based on the number of ESG Proposals proposed by Tenderer(s) which are considered effective and practicable in bringing about positive values and/or benefits to the Government or the public at large. Such positive values and/or benefits may include, inter alia, the following:

- environmental protection;
- social responsibility; and/or
- governance.

Tenderers should explain clearly the positive values and/or benefits that their proposed Pro-innovation Proposals and ESG Proposals can bring about and how they are to be implemented in their submissions to facilitate Tender evaluation. Tenderers may also be requested to provide supporting documents to prove the practicability of their Pro-innovation Proposals and ESG Proposals whenever necessary.

Innovative suggestions will be assessed in comparison to the current/conventional mode of service delivery adopted by the Government. “Innovative Suggestions” can be any suggestion **not** conventionally adopted or even readily envisaged by the Government that can create or bring about positive value and/or benefits to the Government or the public at large. Tenderers should explain clearly the positive values and/or benefits that their proposed innovative suggestions can bring about in their submissions to facilitate tender evaluation. Tenderers may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions whenever necessary.

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.

Tenderers, if selected, will be required to provide details of the innovative suggestion(s) implemented in the yearly performance reports as prescribed by LD pursuant to Clause 42 (where applicable) of the Service Specifications.

	(i) Pro-innovation Proposal(s)	Positive value and/or benefits to the services of the Y.E.S.
1.		
2.		
3.		
4.		
...		

	(ii) ESG Proposal(s)	Positive value and/or benefits to the services of the Government or the public at large
1.		
2.		
3.		
4.		
...		

Part 2 Experience and qualifications of the Tenderer

(a) Experience in running youth centre(s) in the past seven (7) years immediately preceding the Original Tender Closing Date (Assessment Criterion 7)

- The Tenderers are required to provide the information in the table below together with the documentary proof on experience in running youth centre(s).
- For counting of the Tenderer’s experience, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.
- If the table below is left blank, it shall be assumed that the Tenderer does not provide any information on relevant experience for assessment. Alternatively, the Tenderer may put in “N/A”.

	Name and address of the youth centre(s)	Operating period falling within the seven years’ period preceding the Original Tender Closing Date (with commencement and end date, if any)
1.	<i>e.g. ABC Youth Services Centre (Address: XXX)</i>	<i>e.g. 1.3.2019-28.2.2021</i>
2.		
3.		
4.		
5.		
...		
Total number of calendar days :		days
Total number of aggregate years :		years

(b) Experience in providing school stationing social work service for young people in the past seven (7) years immediately preceding the Original Tender Closing Date (Assessment Criterion 7)

- The Tenderers are required to provide the information in the table below together with the documentary proof on providing school stationing social work service for young people.
- For counting of tenderer’s experience, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.
- If the table below is left blank, it shall be assumed that the Tenderer does not provide any information on relevant experience for assessment. Alternatively, the Tenderer may put in “N/A”.

	Name and address of the school(s)	Period of providing the school stationing social work service falling within the seven years’ period preceding the Original Tender Closing Date (with commencement and end date, if any)
1.	<i>e.g. ABC Secondary School (Address: XXX)</i>	<i>e.g. 1.3.2019-28.2.2021</i>
2.		
3.		
4.		
5.		
...		
Total number of calendar days :		days
Total number of aggregate years :		years

(c) Experience in providing pursuant to service contract(s) counselling service given by registered social workers employed by the Tenderer for young people in the past seven (7) years immediately preceding the Original Tender Closing Date (Assessment Criterion 7)

- The Tenderers are required to provide the information in the table below together with the documentary proof of providing pursuant to service contract(s) counselling service given by registered social workers employed by the Tenderer for young people.
- For counting of tenderer’s experience, there shall be **no double counting** of the length of the experience for provision of services during overlapping periods.
- If the table below is left blank, it shall be assumed that the Tenderer does not provide any information on relevant experience for assessment. Alternatively, the Tenderer may put in “N/A”.

	Period of the service contract falling within the seven years’ period preceding the Original Tender Closing Date (with commencement and end date, if any)	
1.	<i>e.g. 1.3.2019-28.2.2021</i>	
2.		
3.		
4.		
5.		
...		
Total number of calendar days :		days
Total number of aggregate years :		years

(d) Experience and qualifications of the Operator Staff as committed by Tenderer (Assessment Criterion 8)

The Tenderer shall confirm below whether for those roles which are not Key Personnel roles (i.e. Type C Professional Staff and Counter/Clerical Staff), the Tenderer will deploy nominees to fulfil/exceeds the minimum requirements in terms of experience and/or qualifications. For those roles which are the Key Personnel roles (i.e. Centre-in-charge, Type A and Type B Professional Staff), whether or not the minimum requirements are fulfilled or exceeded shall be seen from the actual experience and qualifications of the nominees for these three Key Personnel Roles provided by the Tenderer in Schedule A. The minimum experience and qualification requirements for Operator Staff to be deployed by the tenderer as specified in Clause 27 of the Service Specifications are repeated below:

Rank	Type	Minimum Number	Minimum Qualification	Minimum Work Experience
Centre-in-charge	N.A.	One (1) full time	A registered social worker with a bachelor degree in social work recognised by the Social Workers Registration Board	With 3 years' work experience in youth services and 2 years' experience in centre supervision
Professional Staff	A (to perform the full range of duties of type "C" staff and to be designated to deputise the duty of Centre-in-charge in his/her absence)	One (1) full time	A registered social worker with a bachelor degree in social work recognised by the Social Workers Registration Board	With 1 year work experience in youth services
	B (to support self-employment service)	One (1) full time	A registered social worker with a diploma in social work recognised by the Social Workers Registration Board or a person with a diploma in business administration	With 1 year work experience in youth services and 1 year work experience obtained from self-employment or in providing supporting service for self-employment
	C (to provide counselling, training and	Three (3) full time	A registered social worker with a diploma in social work recognised	With 1 year work experience in youth services

Rank	Type	Minimum Number	Minimum Qualification	Minimum Work Experience
	recruitment related services)		by the Social Workers Registration Board	
Counter/ Clerical Staff	N.A.	Three (3) full time	Completion of Secondary 5	With six months' work experience in youth services, counter and clerical services

Operator Staff Confirmation

- (i) We, the Tenderer named in Schedule B above, hereby commit that if we are awarded with the Contract, the individuals to be deployed by us for filling in the various Operator Staff positions as mentioned in the first column of the preceding table above for the Contract shall at least meet the minimum experience and qualification requirements as specified in Clause 27 of the Service Specifications.
- (ii) We, the Tenderer named in Schedule B above, also hereby confirm in relation those Operating Staff which are not the Key Personnel as follows (Please “✓” as appropriate):
- Yes, we will provide Operator Staff which exceed the minimum requirements (whether in terms of experience and/or qualifications). *(NB: Please fill in the relevant row below for the relevant Operator Staff positions in respect of which the minimum requirements are surpassed.)*
- No, we will not provide Operator Staff which exceed the minimum requirements. However, all of them will just meet the minimum requirements. *(NB: please disregard the table below.)*

(NB: If any space is left blank below, it shall be assumed that the Tenderer does not propose any higher commitment. Alternatively, the Tenderer may put in “N/A”. In the fourth column, the Tenderer shall fill in details of any trainer qualification obtained by the Operator Staff and provide documentary evidence of such qualification prior to the commencement of the Implementation Period or in case of change of Operator Staff during the Implementation Period, prior to the commencement of duty by the proposed new member of the Operator Staff concerned (if any).) (Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets relevant part of the Schedule B being referred to.)

Staff Rank	Qualifications	Experience	Details of trainer qualifications obtained prior to the commencement of Implementation Period/duty
Type C Professional Staff (No. 1)			
Type C Professional Staff (No. 2)			
Type C Professional Staff (No. 3)			
Counter/Clerical Staff			

(e) Integrated Children and Youth Services Centre (Assessment Criterion 9)

The Tenderer shall specify in the table below the number of Integrated Children and Youth Services Centre(s) (ICYSC) operated by the Tenderer as at the day immediately preceding the Original Tender Closing Date which are funded by the Social Welfare Department (if any) with documentary proof.

Number of ICYSC operated by the Tenderer as at the day immediately preceding the Original Tender Closing Date: _____

Name and address of the ICYSC specified above:

1.	<i>e.g. ABC Youth Services Centre Address: XXX</i>
2.	
3.	
4.	
5.	
6.	
...	

附表 B – 技術建議
為「青年就業起點」提供管理服務

投標 旺角「青年就業起點」 葵芳「青年就業起點」
(請在適當位置加上“✓”號)

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：

投標者在填寫附表 B – 技術建議前，請務必留意「招標條款」第 5 條及附件 A 的評分標準。投標者可用中文或英文填寫本附表。

投標者遞交的附表 B 的頁數不應多於 35 頁 A4 紙張 (文件的邊界不可少於 25mm，而文字的字型大小須為 12 或以上)。所有超出上述頁數限制後的頁數，於招標評分時將不獲考慮。至於其他資料，例如相關的附件或證明文件，並不包括在上述頁數限制內 (請留意「招標條款」第 3(i)(ii)條)。

第 1 部分 服務計劃書

投標者須提供以下計劃書作招標評分之用。(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表 B 的哪一部分。)如投標者未能為附表 B 提供計劃書，有可能因無法根據「招標條款」附件 A 內第三階段的技術評分為第 1 至 5 項目進行評分，以致其標書未能取得合格分數 (即 16 分)，最終導致標書無效。

- (a) 按合約於執行期間按年擬舉辦與就業有關的培訓活動及推行計劃書 (技術評分第 1 及第 2 項目)

	按下述分類適用的類別及子類別	培訓活動名稱	每年舉辦的次數	每年培訓活動的總時數	培訓活動的類別／簡介 (例如：內容、導師及活動對象等)	教學模式
1.						
2.						

	按下述分類適用的類別及子類別	培訓活動名稱	每年舉辦的次數	每年培訓活動的總時數	培訓活動的類別／簡介 (例如：內容、導師及活動對象等)	教學模式
3.						
4.						
5.						
6.						
7.						
8.						

- 類別：軟技能；其子類別：例如生涯規劃、溝通技巧
- 類別：求職技能；其子類別：例如行業講座、撰寫履歷表
- 類別：職業技能；其子類別：例如攝影師助理、婚禮統籌師
- 類別：自僱支援；其子類別：例如市場推廣策略、撰寫業務計劃書

(b) 人事管理及中心管理計劃書（技術評分第 3 項目）

人事管理及中心管理計劃書應包括下列項目：

- (i) 各職級員工的分工及職權架構；
- (ii) 確保會員安全及適當地使用「青年就業起點」提供的設施及服務的措施；
- (iii) 從現有營辦機構接管「青年就業起點」的管理並確保服務妥善延續的進場安排；及
- (iv) 在合約屆滿或中止前後，將「青年就業起點」的管理移交政府或下一任營辦機構以避免服務中斷的離場安排。

(c) 服務質素及宣傳計劃書（技術評分第 4 項目）

服務質素及宣傳計劃書應包括下列項目：

- (i) 於「青年就業起點」提供的各項服務的質素監控措施，包括專業輔導服務、擇業指導服務、培訓活動及招聘活動；
- (ii) 服務質素提升措施，包括意見收集或實現高於勞工處於「服務規格」第 36 條設定的服務表現指標的措施或提供上述服務表現指標以外服務的措施；
- (iii) 接觸目標使用者並吸引其成為「青年就業起點」會員的計劃書；及
- (iv) 鼓勵會員經常使用「青年就業起點」各項服務的計劃書。

(d) 投標者承諾提供營辦機構員工的人數（技術評分第 5 項目）

投標者須確認所提供的營辦機構員工人數，是否符合／高於以下列明的最低要求。下表再次列出「服務規格」第 27 條中列明有關員工人數的最低要求：

職級	類別	最少人數
中心主任	不適用	1 名全職
專業員工	一 (履行類別三員工的所有職務，並於中心主任不在場時代理中心主任的職務)	1 名全職
	二 (提供自僱支援服務)	1 名全職
	三 (提供輔導、培訓及招聘有關的服務)	3 名全職
櫃台／文職員工	不適用	3 名全職

營辦機構員工確認

(i) 我們是上述附表 B 所標明的投標者，現承諾若獲批合約，我們所有在合約期間派往「青年就業起點」擔任上表第一欄各個職級的營辦機構員工人數，均至少符合上述列明有關員工人數的最低要求。

(ii) 我們是上述附表 B 所標明的投標者，現確認如下（請在適當位置加上“✓”號）：

- 我們會提供高於上述列明最低要求的營辦機構員工人數。
(註：請在下表適當位置填寫該高於最低要求的營辦機構員工。)
- 我們不會提供高於上述列明最低要求的營辦機構員工人數，但所有營辦機構員工的人數均符合最低要求。(註：無須填寫下表。)

(註：下表如有位置被留空，投標者將被當作不承諾會就該職級提供更多的員工數目。投標者亦可填上「不適用」。)

職級	承諾提供額外的員工人數 (請在職級註明「全職」或「兼職」。如「兼職」，請註明每星期工作時數)
例如：專業員工類別一	例如：多一位兼職，每星期工作 18 小時

職級	承諾提供額外的員工人數 (請在職級註明「全職」或「兼職」。如 「兼職」, 請註明每星期工作時數)
中心主任	
專業員工類別一	
專業員工類別二	
專業員工類別三	
櫃台／文職員工	

(e) 創新建議（技術評分第 6 項目）

政府鼓勵投標者在其擬議計劃內提出創新建議，包括為「青年就業起點」提供管理服務的支持創新的方案，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」）。投標者如提出支持創新的方案及 ESG 方案，請於下列表格填上有關資料。

(i) 支持創新的方案

支持創新的方案是指可以提高服務效率、成效和生產力的技術措施／安排／工序／解決方案／設備，重點在於以成果為本，而其帶來的成效是可見，以及最好是可量化和可衡量的。政府會根據投標者所提出支持創新的方案的數目，以及該些方案在改善及提升「青年就業起點」服務上是否有效和切實可行而進行評審。招標評審並無就創新建議所帶來的正面價值及/或好處作出定義。投標者提出的建議不一定與科技相關，但須帶來以下任何一項的正面價值及/或好處：

- 有助「青年就業起點」所提供的各項服務能達至更佳的質素；
- 增加學員對「青年就業起點」服務的滿意度；
- 吸引更多服務對象的青年成為「青年就業起點」會員及提高其服務的使用率；
- 推廣「青年就業起點」的服務及活動；
- 其他好處以促進「青年就業起點」的效能，並能達至勞工處在「服務規格」第 36 條訂明的服務表現指標或投標者承諾的服務表現指標。

(ii) ESG 方案

ESG 方案可以但無須與服務直接相關，亦無須是創新的。政府會根據投標者所提出 ESG 方案的數目，以及該些方案在為政府或市民大眾帶來正面價值及/或好處上是否有效和切實可行而進行評審。這些正面價值及/或好處可包括：

- 環境保護；
- 社會責任；及/或
- 企業管治。

為方便招標評審，投標者應在投標表格中清楚解釋支持創新的方案及 ESG 方案所帶來的正面價值及/或好處，並闡述如何執行相關建議。如有需要，投標者亦可能需就支持創新的方案及 ESG 方案的可行性提供證明文件。

政府將會把投標者提出的創新建議與政府現時／一貫採用的服務模式作比較，然後給予評分。「創新建議」可以是政府任何非一貫採用甚或現存的建議，並能全面為政府或公眾確立或帶來正面價值及/或好處。為方便招標評審，投標者應就創新建議帶來的正面價值及/或好處提供清楚的解釋。如有需要，投標者須就創新建議的可行性提供證明文件或示範。

政府就接納成功投標者在其投標書中提出的一項或多項創新建議，擁有絕對酌情決定權。獲接納的創新建議將構成合約的組成部分。

投標者如獲揀選，必須按「服務規格」第 42 條（如適用）的規定，向勞工處遞交所指定的年度表現報告時，載列落實各項創新建議的詳細資料。

	(i) 支持創新的方案	為「青年就業起點」服務帶來的正面價值及/或好處
1		
2		
3		
4		
...		

	(ii) ESG 方案	為政府及市民大眾帶來的正面價值及/或好處
1		
2		
3		
4		
...		

第 2 部分 投標者的經驗及資歷

(a) 截至原定截標日期前 7 年內經營青年中心的經驗（技術評分第 7 項目）

- 投標者須在下列表格提供經營青年中心的經驗，並提交文件證明。
- 就計算投標者經驗時，重疊期間的經驗不可重複計算。
- 下表如被留空，投標者將被視作不提供任何相關經驗作技術評分。投標者亦可填上「不適用」。

	青年中心名稱及地址	原定截標日期前 7 年內的營辦期間 (請列出開始及完結日期，如適用)
1.	例如： ABC 青年服務中心 地址：XXX	例如： 1.3.2019-28.2.2021
2.		
3.		
4.		
5.		
...		
總日數：		日
累計總年數：		年

(b) 截至原定截標日期前 7 年內為青年提供駐校社會工作服務的經驗（技術評分第 7 項目）

- 投標者須在下列表格提供為青年提供駐校社會工作服務的經驗，並提交文件證明。
- 就計算投標者經驗時，**重疊期間的經驗不可重複計算**。
- 下表如被留空，投標者將被視作不提供任何相關經驗作技術評分。投標者亦可填上「不適用」。

	學校名稱及地址	原定截標日期前 7 年內提供駐校社會工作服務的期間（請列出開始及完結日期，如適用）
1.	例如： ABC 中學 地址：XXX	例如： 1.3.2019-28.2.2021
2.		
3.		
4.		
5.		
...		
總日數：		日
累計總年數：		年

(c) 截至原定截標日期前 7 年內，按照服務合約由投標者聘用註冊社工為青年提供輔導服務的經驗（技術評分第 7 項目）

- 投標者須在下列表格提供為青年提供輔導服務的經驗，並提交文件證明。
- 就計算投標者經驗時，**重疊期間的經驗不可重複計算**。
- 下表如被留空，投標者將被視作不提供任何相關經驗作技術評分。投標者亦可填上「不適用」。

	原定截標日期前 7 年內的服務合約期間 (請列出開始及完結日期，如適用)	
1.	<i>例如： 1.3.2019-28.2.2021</i>	
2.		
3.		
4.		
5.		
...		
	總日數：	日
	累計總年數：	年

(d) 投標者承諾提供的營辦構員工的經驗及資歷（技術評分第 8 項目）

投標者須在以下確認所提供擔任非主要職員（即專業員工類別三及櫃台／文職員工）的營辦機構員工，就經驗及／或資歷而言，是否符合／高於最低要求。對於擔任主要職員的人員（即中心主任、專業員工類別一及二）是否符合／高於最低要求，將根據附表 A 中所提供有關擔任該主要職員被提名人的實際經驗及資歷作評審。下表再次列出「服務規格」第 27 條中所列明有關員工經驗及資歷的最低要求：

職級	類別	最少人數	最低資歷	最少工作經驗
中心主任	不適用	1 名全職	持有社會工作者註冊局認可的社會工作學士學位的註冊社工	3 年青年服務工作經驗及 2 年中心管理經驗
專業員工	一 （履行類別三員工的所有職務，並於中心主任不在場時代理中心主任的職務）	1 名全職	持有社會工作者註冊局認可的社會工作學士學位的註冊社工	1 年青年服務工作經驗
	二 （提供自僱支援服務）	1 名全職	持有社會工作者註冊局認可的社會工作文憑的註冊社工或持有工商管理文憑的人士	1 年青年服務工作經驗及 1 年自僱工作經驗或提供自僱支援服務的經驗
	三 （提供輔導、培訓及招聘有關的服務）	3 名全職	持有社會工作者註冊局認可的社會工作文憑的註冊社工	1 年青年服務工作經驗
櫃台／文職員工	不適用	3 名全職	完成中五學業	6 個月青年服務、櫃台及文書工作經驗

營辦機構員工確認

- (i) 我們是上述附表 B 所標明的投標者，現承諾若獲批合約，我們所有在合約期間派往「青年就業起點」擔任上表第一欄各個職級的營辦機構員工的經驗及資歷，均至少符合「服務規格」第 27 條中列明有關員工經驗及資歷的最低要求。
- (ii) 我們是上述附表 B 所標明的投標者，現就有關擔任非主要職員的營辦機構員工確認如下（請在適當位置加上“✓”號）：
- 我們會提供高於最低要求（不論以經驗及／或資歷而言）的營辦機構員工。
（註：請在下表適當位置填寫該高於最低要求的營辦機構員工資料。）

- 我們不會提供高於最低要求的營辦機構員工，但所有營辦機構員工均符合最低要求。(註：無須填寫下表。)

(註：下表如有位置被留空，投標者將被當作不承諾會就該職位提供更高水平的員工。投標者亦可填上「不適用」。投標者請於下表第四欄填寫營辦機構員工獲取的培訓導師資格，並須於執行期間開始前或遇有在執行期間轉換營辦機構員工，則該有關員工開始返工前提供有關證明文件(如適用)。)(如以下提供的空位不足以填寫所有資料，投標者可另加紙張書寫，並在附加的紙張上清楚註明有關資料是補充附表 B 的哪一部分。)

職級	資歷	經驗	在執行期間開始／返工前獲取培訓導師資格的詳細資料
專業員工 類別三(1)			
專業員工 類別三(2)			
專業員工 類別三(3)			
櫃台／文職員工			

(e) 綜合青少年服務中心（技術評分第 9 項目）

投標者須在下列表格提供截至原定截標日期前一天，投標者所經營由社會福利署資助的綜合青少年服務中心（ICYSC）的數目（如有），並提交文件證明。

截至原定截標日期前一天由投標者經營的
綜合青少年服務中心（ICYSC）的數目：

上述綜合青少年服務中心（ICYSC）的名稱和地址：

1.	<i>例如：</i> <i>ABC 青年服務中心</i> <i>地址：XXX</i>
2.	
3.	
4.	
5.	
6.	
...	

**Schedule C – Price Proposal
for the Provision of Management Services for the Y.E.S. Centre**

Tender for Y.E.S.(Mong Kok) Y.E.S.(Kwai Fong)
(Please “✓” as appropriate)

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: _____

1. The Monthly Operating Fee for the Services to be performed in each month of the Implementation Period in accordance with the Contract for the above selected Y.E.S. shall be HK\$_____.

The Total Estimated Operating Fee for the whole of the Contract in respect of the above selected Y.E.S. shall be *HK\$_____.

- * i) For tender for Y.E.S.(Mong Kok), the Total Estimated Operating Fee shall be:-

HK\$ _____ x 8 days / 31 + HK\$ _____ x 35 months +
(the above Monthly (the above Monthly
Operating Fee) Operating Fee)

HK\$ _____ x 23 days / 31
(the above Monthly
Operating Fee)

- ii) For tender for Y.E.S.(Kwai Fong), the Total Estimated Operating Fee shall be:-

HK\$ _____ x 6 days / 31 + HK\$ _____ x 35 months +
(the above Monthly (the above Monthly
Operating Fee) Operating Fee)

HK\$ _____ x 25 days / 31
(the above Monthly
Operating Fee)

(NB:

- 1) *The Monthly Operating Fee will be used for price evaluation.*
- 2) *Pursuant to Clause 10(a)(i) of the Conditions of Contract, 90% of the Monthly Operating Fee above quoted will be payable to the Operator in arrears at the end of each month of the Implementation Period and on a pro rata basis at the initial and at the end of the remaining portion of the Implementation Period which is not a complete month.*
- 3) *10% of the Monthly Operating Fee will only be payable in accordance with Clause 10(a)(ii) of the Conditions of Contract.)*

2. Contract Deposit

If the tender is accepted, I/we shall elect, pursuant to Clause 8 of the Terms of Tender to deposit with the Government of the Hong Kong Special Administrative Region, within 14 days from the date of the notification of conditional acceptance referred to in Clause 14(b) of the Terms of Tender or at such other time as shall be directed by the Government, a sum stated in Clause 8(e)(whichever is applicable) of the Terms of Tender as security for the due and faithful performance of the Contract:-

**(i)* in cash, or

**(ii)* in the form of a bank guarantee in accordance with Clause 8(f) of the Terms of Tender.

* *Delete as appropriate. In the event that a Tenderer fails to elect which method of providing a Contract Deposit it prefers, it will be assumed that the Tenderer will deposit cash with the Government.*

3. Payment Discount

(a) Tenderers are requested to indicate in the spaces provided below what discounts they would allow on the Monthly Operating Fee (or any part thereof) and other amount payable under the Contract (if any) if payment is made in full within –

i. 7 working days counting from the payable date for such amount:
_____ % discount; or

ii. 8 to 14 working days counting from the payable date for such amount:
_____ % discount.

(b) Tenderers are requested to insert the word “Nil” in the spaces provided above if they do not offer any payment discount.

(c) Tenderers are requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount.

(d) Depending on the applicable amount, the payable date is defined in Clauses 10(a)(i) and 10(a)(ii) of the Conditions of Contract.

Schedule D – Bank Guarantee

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) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") to be entered into between [] of [] (hereinafter called the "Operator") of the one part and the Government of the other part (designated as Labour Department Contract No.[] of [20]), the Operator agreed and undertook to provide

_____ upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Operator.

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 Operator of all of his, her and their 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 Operator 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 Operator in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Operator 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 Operator 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 Operator) 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 Operator or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Operator" or where "the Operator" is a partnership, any change in the partners or in its constitution or where "the Operator" is a company, any change of its member or 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 Operator or by any alteration in the obligations imposed upon the Operator by the Contract or by any waiver or forbearance granted by the Government to the Operator 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 Operator 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 Operator 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 Operator set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Operator or its assets, or any change in the constitution of the Operator;
- (f) any assignment, novation or sub-contracting by the Operator 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 Operator and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Operator to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Operator 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 Operator, 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 Operator, 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 ("Hong Kong") 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 Labour Department (Youth Employment Division), 12/F Harbour Building, Central, Hong Kong, marked for the attention of "the Commissioner for Labour", facsimile number 2119 9820;

(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 _____.

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 (Chapter 31 of the Laws of Hong Kong)

Note : When bank 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.

Schedule F – 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], 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: _____

HK Identity Card number of the office-bearer: _____

Contact telephone number of the office-bearer: _____

Date: _____

Schedule G – Non-Collusive Tendering Certificate

To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

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

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

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other 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 my/our Tender,

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

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;

- (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
- (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
- (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 22(a) of the Terms of Tender, the Government may exercise any of the rights under Clauses 22(c) to 22(e) of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the 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 my/our Tender and my/our personal information.

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

Name of the authorised signatory (where applicable) :

Title of the authorised signatory (where applicable) :

Date :
