

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

Tender Ref. : LDPT 01/2014.....

**TENDER FORM**

File Ref. : LD ES(OSS) 3-5/2 C V.....

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 Case Management and Employment Support Services for the Employment in One-stop"..... and addressed to the Chairman, .....Tender Opening Committee, Government Logistics Department....., must be deposited in the ...Government Logistics Department...Tender Box situated at ...Government Logistics Department, Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong..... before .....12:00 noon..... (time) on 11 September 2014(date). Late Tenders will not be accepted.

---

**PART 1 – INTERPRETATION**

**PART 2 – TERMS OF TENDER**

**PART 3 – CONDITIONS OF CONTRACT**

**PART 4 – SERVICE SPECIFICATIONS**

Dated this .....15th..... day of .....August..... 2014.....

.....Mrs LEUNG SO Suk-ching, Tonia.....

Government Representative

**PART 5 – OFFER TO BE BOUND**

1. Having read the Tender Documents including Parts 1-4 hereof, we agree to be bound by the terms and conditions as stipulated therein.
2. We do hereby agree to carry out the whole of the Services mentioned in the attached Service Specifications at the Total Service Fee tendered by us in Appendix D to Terms of Tender free of all other charges, subject to and in accordance with the Contract in respect of the Employment in One-stop (as defined in the Tender Documents).
3. We also certify that the particulars given by us below, are correct:
  - (a) The number of our Business Registration Certificate  
is .....

(b) The date of expiry of our Business Registration Certificate  
 is .....

(c) We are covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows :-  
 Policy No. ....  
 Name of Insurance Company .....

Period covered by the Policy is from .....

to .....

Brief particulars of the cover provided and any special conditions are as follows :  
 .....  
 .....

4. We are a company or corporation incorporated under the name of .....

-----  
 -----  
 ---- or ----  
 We are office-bearers of a society registered or exempted from registration under the Societies Ordinance Cap. 151, under the name of ...  
 .....

5. We hereby warrant that the signatory(ies) mentioned in paragraph 7 below is/are duly authorised to sign the Tender Documents including this Tender Form for and on our behalf

-----  
 ---- or ----

As at least two of the office-bearers of the society, we will sign the Tender Documents including this Tender Form in our own personal capacity and will be bound by and liable under the Tender Documents and our Tender, and if the Contract is awarded to us, bound by and liable under the Contract, in our personal capacity on a joint and several basis.

6. Our registered office or place of business in Hong Kong is situated at .....

..... Hong Kong.

-----  
 ---- or ----

The address of the society is as follows :-  
 .....

..... Hong Kong.

7. Names(s), post(s)/title(s) and address(es) of person(s) signing for and on behalf of the company/corporation named in paragraph 4 above are as follows:  
 .....

-----  
 ---- or ----

The names, titles and addresses of at least two office-bearers of the society named in paragraph 4 above are as follows:-  
 .....

..... Hong Kong

Signature(s) for and on behalf of the Tenderer: .....

.....  
 -----  
 ---- or ----

Signature of an office-bearer: .....

Signature of an office-bearer: .....

Dated this ..... day of ..... 20.....

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

**PART 6**  
**MEMORANDUM OF ACCEPTANCE**

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

I .....  
*(Name and position of officer)*

accept your offer for the following Contract :

Contract for the Provision of Case Management and Employment Support Services for the Employment in One-stop .....  
.....  
.....  
.....

Dated this ..... day of ..... 20.....

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: -

- “Centre”* means the Government’s one-stop employment and training centre known as “Employment in One-stop” at 4/F, Amenity and Community Building, Tin Ching Estate in Tin Shui Wai or such other location as the Government Representative may by written notice specify.
- “Commencement Date”* means the date for commencement of the Services specified by the Government Representative in the Letter of Conditional Acceptance, which shall be no later than 9 January 2015.
- “Contract”* means the contract between the Government and the Service Provider for the provision of the Services at the Centre on and subject to the Terms of Tender and the Conditions of Contract as set out in the Tender Documents.
- “Contract Deposit”* means the contract deposit referred to in Clause 13 of the Terms of Tender and Clause 17 of the Conditions of Contract.
- “Contract Period”* shall be 24 months from the Commencement Date unless the Contract is earlier terminated pursuant to the provisions of this Contract.
- “Contract Year”* means either the first or second Contract Year.
- “Department”* means the Labour Department of the Government.
- “First Contract Year”* means the first 12 months of the Contract Period.
- “Full-time Employment”* means an employment which meets the working hour and income requirements prescribed by the Social Welfare Department from time to time under the Comprehensive Social Security Assistance Scheme.
- “Full-time Schooling”* means education with attendance of no less than 13.75 hours per week
- a) at the secondary level in a grammar school, vocational school, technical training school, or
  - b) as part of the Yi Jin Diploma (full-time) offered by any educational institute,
- received by Participants aged under 22.
- “Government”* means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.

<i>“Government Representative”</i>	means the Commissioner for Labour or any public officer authorised by him to act on his behalf.
<i>“Hong Kong”</i>	means the Hong Kong Special Administrative Region of the People’s Republic of China.
<i>“Incentive Fee”</i>	means the Incentive Fee referred to in Clause 6.2 of the Conditions of the Contract.
<i>“Letter of Conditional Acceptance”</i>	means the Letter of Conditional Acceptance referred to in Clause 12.3 of the Terms of Tender
<i>“Month”</i>	means calendar month.
<i>“Participant”</i>	means a person referred by the Department to the Service Provider for receiving the Services.
<i>“Protected Information”</i>	means all personal or other data, appointment and assessment records, other materials and information which are confidential by express classification or by necessary implication supplied by the Government to, collected or accessible by or otherwise come into the possession or knowledge of the Service Provider or any Service Provider Staff in the performance of this Contract.
<i>“Price Proposal”</i>	means the Price Proposal to be submitted by a Tenderer in the form of Appendix D to the Terms of Tender.
<i>“Price Schedule”</i>	means the Price Proposal submitted by the successful Tenderer subject to such modifications as may be agreed by the Government and contained in Schedule B to the Conditions of Contract.
<i>“Second Contract Year”</i>	means the second 12 months of the Contract Period.
<i>“Service Fee”</i>	means a) in relation to the first 12 months of the Contract Period, the First Contract Year Service Fee; and b) in relation to the second 12 months of the Contract Period, the Second Contract Year Service Fee, as set out in the Price Schedule to the Conditions of Contract.
<i>“Service Provider”</i>	means, in relation to the Contract, a Tenderer whose Tender for the Contract has been accepted by the Government for the provision of the Services under the Contract.

- “Service Provider Staff”* means the supervisor, case managers, and clerical staff (as the terms are defined in the Service Specifications), employees, agents and sub-contractors deployed by the Service Provider for carrying out the Services.
- “Services”* means case management and employment support services to be provided and performed by the Service Provider in accordance with the Service Specifications, subject to the terms and conditions of the Contract and all other duties and obligations ancillary and incidental thereto.
- “Technical Proposal”* means the Technical Proposal to be submitted by a Tenderer in the form of Appendix B to the Terms of Tender.
- “Technical Schedule”* means the Technical Proposal submitted by the successful Tenderer subject to such modifications as may be agreed by the Government and contained in Schedule A to the Conditions of Contract.
- “Temporary Financial Aid” or “TFA”* means Temporary Financial Aid administered by the Service Provider as specified in paragraphs 16 to 17 of the Service Specifications.
- “Tender”* means a Tender submitted by a Tenderer in response to this Invitation to Tender.
- “Tenderer”* means any person who has submitted a Tender in response to this Invitation to Tender.
- “Tender Closing Date”* means 12:00 noon on 11 September 2014 (Hong Kong time) and as the same may be extended in accordance with the Terms of Tender.
- “Tender Documents”* means the Tender documents as specified in Clause 1 of the Terms of Tender.
- “Total Service Fee”* means the Total Service Fee set out in the Price Proposal submitted by the successful Tenderer.
2. In the Tender Documents, unless the context otherwise requires, the following rules of interpretation shall apply:
- 2.1 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as replaced, amended, modified or re-enacted from time to time by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder.

- 2.2 References to a document shall include all schedules, appendices, attachments and annexes attached to such documents; and as amended or supplemented from time to time.
- 2.3 The expressions "Tenderer" and "Service Provider" shall, where the context permits, include their respective successors, personal representatives, administrators, and permitted assigns.
- 2.4 References to "person" shall include bodies corporate, and unincorporated associations and partnerships (whether or not having separate legal personality).
- 2.5 References to a gender shall include every single gender. Words importing the singular include the plural and vice versa.
- 2.6 All rights and powers of the Government under the Tender Documents and the Contract may be exercised by the Government Representative for and on behalf of the Government.
- 2.7 Throughout the Contract, and the Tender Documents, references to "Interpretations", "Terms of Tender", "Conditions of Contract" and "Service Specifications" shall respectively mean such documents as comprised in the Tender Documents.
- 2.8 The expression "Cap." means a Chapter of the Laws of Hong Kong.
- 2.9 In the Contract, "director" means any person occupying the position of director including but without limitation to a de facto or shadow director;
- 2.10 In the event of any inconsistency between any documents comprised in the Contract, the following order of precedence shall apply to resolve such inconsistency:
- (a) the Service Specifications, (b) the Conditions of Contract, (c) the Schedules, (d) the Terms of Tender, and (e) the Interpretation.
- Capitalised terms and expressions defined in the Service Specifications have the same meanings when appearing in other parts of the Contract.
- 2.11 Where the Tenderer is a group of office-bearers of a society, each of them shall be jointly and severally liable under the Tender Documents and the Tender submitted by them.
- 2.12 Where the Service Provider is a group of office-bearers of a society, each of them shall be jointly and severally bound by and liable under the Contract.

## LABOUR DEPARTMENT

### Invitation to Tender for the Provision of the Services for the Employment in One-stop

#### PART 2 - TERMS OF TENDER

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

#### 1. Tender Documents

1.1 These Tender Documents consist of:

- (a) Tender Form (G.F. 231)
- (b) Part 1 – Interpretation (Page 4 to 7)
- (c) Part 2 – Terms of Tender (Page 8 to 63)
  - Annex I – Tender Evaluation Procedures, Criteria and Marking Scheme (Page 19 to 26)
  - Appendix A- Information about the Tenderer (Page 27 to 38)
  - Appendix B- Technical Proposal (Page 39 to 49)
  - Appendix C- Consent for Disclosure (Page 50 to 53)
  - Appendix D- Price Proposal (Page 54 to 58)
  - Appendix E- Form of Banker’s Guarantee (Page 59 to 62)
  - Appendix F- Reply Form for Tender Briefing (Page 63)
- (d) Part 3 – Conditions of Contract (Page 64 to 80)
  - Schedule A- Technical Schedule (Page 79)
  - Schedule B- Price Schedule (Page 80)
- (e) Part 4 – Service Specifications (Page 81 to 90)

1.2 The interpretations as provided for in Pages 4 to 7 shall apply to the whole set of the Tender Documents unless the context provides to the contrary.

#### 2. Invitation to Tender



- 2.1 The Department invites Tenders for the provision of the Services at the Centre, subject to and in accordance with the terms and conditions as set out in the Terms of Tender and the Contract.
- 2.2 A Tender must be a company incorporated under the Companies Ordinance (Cap.622) or the predecessor Ordinance, or a statutory corporation established under the laws of Hong Kong, or a society registered under the Societies Ordinance (Cap.151). “Predecessor Ordinance” means the Companies Ordinance (Cap. 32) as in force from time to time before the commencement of the new Companies Ordinance (Cap. 622).

### **3. Essential Requirements**

- 3.1 A Tender **MUST** fulfill **all** of the following essential requirements to be a conforming Tender. A Tenderer must-
- (a) possess at least two aggregate years of experience in the five years immediately preceding the Tender Closing Date in providing employment assistance services to unemployed able-bodied Comprehensive Social Security Assistance (CSSA) recipients for not less than an aggregate of 200 participants in any two aggregate years in the five years immediately preceding the Tender Closing Date;
  - (b) possess at least two aggregate years of experience in the five years immediately preceding the Tender Closing Date in organising employment-related training programmes for not less than an aggregate of 200 participants in any two aggregate years in the five years immediately preceding the Tender Closing Date; and
  - (c) possess at least two aggregate years of experience in the five years immediately preceding the Tender Closing Date in providing counselling service given by registered social workers for not less than an aggregate of 200 persons in any two aggregate years in the five years immediately preceding the Tender Closing Date.

For the avoidance of doubt, relevant experience possessed by a Tenderer under different contracts for service over the same period of time will be counted.

- 3.2 For the purpose of this Clause, the experience possessed by a company, where
- (a) the company is a wholly-owned subsidiary of the Tenderer (direct or indirect), or
  - (b) the Tenderer is a wholly-owned subsidiary of that company(direct or indirect)
- will be considered as if it were possessed by the Tenderer concerned. The relevant service or operation must have been provided in Hong Kong. Experience acquired by the Tenderer from overseas operation or experience of an agent or contractor of a Tenderer will not be counted.
- 3.3 **A Tenderer’s failure to meet any of the essential requirements above will render its Tender non-conforming and invalid.**

#### **4. Briefing Session**

Tenderers are strongly advised to attend a Tender briefing session on the date specified in the Reply Form in Appendix F to acquaint themselves with the Contract requirements. The briefing session will be held at 4:00 p.m. on 26 August 2014 at Employment in One-stop, Labour Department, Unit 401, 4/F, Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai, N.T., Hong Kong. Interested parties are required to complete and return the Reply Form by fax before noon on 25 August 2014.

#### **5. Tender Preparation**

5.1 All Tenders must be either in English or Chinese and properly completed in ink or typescript.

5.2 A Tenderer is required to complete and submit its Tender comprising the following-:

(a) completed and duly signed Offer to be Bound in the form set out in Part 5 in the Tender Form; and

(b) duly completed forms at Appendices A to D, either in English or Chinese, to the Terms of Tender.

5.3 Failure to submit the completed and duly signed Offer to be Bound in Part 5, Technical Proposal at Appendix B and Price Proposal at Appendix D will render a Tender invalid.

5.4 Where the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Cap. 151), at least two of the Tenderer's office-bearers are required to sign each of the Appendices A to D, and the Offer to be Bound in the Tender Form. The Government reserves the right to disqualify a Tender which fails to comply with this requirement. The office-bearers who sign the Offer to be Bound will be deemed to submit the Tender in their personal capacity on a joint and several basis. If any Contract is awarded to them, they will be bound by the Contract on a joint and several basis.

5.5 The Government will not consider any counter-proposal submitted by a Tenderer in respect of any term or condition set out in the Contract. Any counter-proposal may render a Tender not to be considered.

5.6 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink or typescript above the original figures. All such amendments should be initialed by the Tenderer in ink.

#### **6. Tender Submission**

6.1 For the purpose of this Tender, a two-envelope system is adopted. A Tender should be placed and sealed in **two separate envelopes** as follows:

- (a) Technical Proposal and all supporting documents required (**five hard copies**, i.e. *one original and four photocopies*, and **one softcopy** of Appendices A to C in Microsoft Word format), and the duly completed and signed Offer to be Bound in Part 5 of the Tender Form (**three hard copies**, i.e. one original and two photocopies) **in one envelope** clearly marked “Tender Reference: LDPT 01/2014 – Tender for the Provision of Case Management and Employment Support Services for the Employment in One-stop – Technical Proposal”; and
- (b) Price Proposal (**three hard copies**, i.e. *one original and two photocopies* and one soft copy of Appendix D in Microsoft Word format) **in another separate envelope** clearly marked “Tender Reference: LDPT 01/2014 – Tender for the Provision of Case Management and Employment Support Services for the Employment in One-stop – Price Proposal”.

The above two envelopes shall be inserted into one single large sealed envelope clearly marked “Tender Reference: LDPT 01/2014 – Tender for the Provision of Case Management and Employment Support Services for the Employment in One-stop”. The envelopes must not bear any distinguishing matter, mark, or advertisement to indicate the identity of the Tenderer. Tenderers who fail to comply with any of requirements in this Clause may be disqualified at the absolute discretion of the Government.

- 6.2 All Tenders must be addressed to the Chairman, Tender Opening Committee, Government Logistics Department Tender Board and deposited by hand in the Government Logistics Department Tender Box on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong. Tenders submitted by post, e-mail or facsimile will **NOT** be considered.
- 6.3 All Tenders **MUST** be submitted before 12:00 noon (Hong Kong Time) on the Tender Closing Date. Late Tenders will **NOT** be considered.
- 6.4 In case a black rainstorm signal or tropical cyclone warning signal No. 8 or above is valid for any duration between 9:00 a.m. and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the closing time for submitting Tenders will be extended to 12:00 noon (Hong Kong Time) on the next working day.

## 7. Financial Vetting

- 7.1 Tenderers must demonstrate their financial capability to undertake and fulfill the contractual obligations before they can be considered for the award of this Contract. Upon requested by the Government, Tenderers shall submit, including but without limitation to, the following documents:
  - (a) Audited accounts

Tenderers shall submit their audited accounts for the three financial years prior to the Tender Closing Date in accordance with the following provisions:

    - (i) The latest accounts must be for a period ending no more than eighteen

(18) months before the Tender Closing Date.

- (ii) Each set of annual audited financial accounts shall be prepared in accordance with relevant laws of Hong Kong and the international accounting standard as in effect from time to time and consistently applied in Hong Kong and duly audited, dated and signed by a Hong Kong Certified Public Accountant whose name appears on the gazetted list of Certified Public Accountants/Public Accountants.
- (iii) For the purpose of this Contract, Auditor means a public accountant registered under the Professional Accountant Ordinance (Cap.50).

(b) Management accounts

Management accounts up to a period not earlier than three (3) months before the Tender Closing Date (if that has not already been covered by the latest audited accounts).

(c) Projected profit and loss accounts and cash flow statements

Projected profit and loss accounts and cash flow statements for the Contract, one for the Services and one for the organisation as a whole. The projected statements should be certified by the company's chief executive.

(d) Others

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

- 7.2 Where financial vetting is required, the Tenderer concerned will receive a letter, by fax or by post, from the Government specifying the detailed requirements therein.

## **8. Tender Evaluation and Marking Scheme**

Only conforming Tenders that are found to have complied with all of the essential requirements under Clause 3 will be evaluated in accordance with the 'Tender Evaluation Procedures, Criteria and Marking Scheme' contained in Annex I.

## **9. Tenders to Remain Open**

Tenders shall remain valid and open for acceptance on these terms of Tender for not less than two hundred and seventy (270) days after the Tender Closing Date ("Tender Validity Period"). If before expiry of the Tender Validity Period, a Tenderer withdraws its offer, the Government will take due notice of the Tenderer's action and this may well prejudice its future standing as a Government contractor.

## **10. Service Fee**

- 10.1 The Service Fee tendered by Tenderers **must only be shown in the Price Proposal**

and shall be denominated in Hong Kong dollars. Such Service Fee shall be net and, where applicable, include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract.

- 10.2 The Service Fee tendered in the Price Proposal shall remain valid throughout the subsistence of the Contract.
- 10.3 Tenderers shall ensure that the Service Fee tendered is accurate before submitting their quotations. Under no circumstances will the Government accept any request for price adjustment on the ground that an error has been made.

## **11. Seeking of Clarification**

The Government Representative may by written notice require any Tenderer to explain or amplify any aspect of its Tender within a specified time. Any failure to respond to Government's requirement under this Clause may render a Tender not to be considered.

## **12. Award of Contract**

- 12.1 The successful Tenderer recommended for the award of the Contract will normally be the one whose Tender has attained the highest total mark.
- 12.2 In the event that two or more Tenders have obtained the same highest total mark, the Contract will be recommended to the Tenderer which is considered to be the most advantageous to the Government.
- 12.3 The successful Tenderer will receive a Letter of Conditional Acceptance, by fax or by post, from the Government notifying conditional acceptance of its Tender subject to:
- (a) payment of the Contract Deposit in accordance with Clause 13 of these Terms of Tender;
  - (b) taking out and having in place the insurance policies required by Clause 11 of the Conditions of Contract; and
  - (c) any other condition as the Government Representative may specify therein.

The Letter of Conditional Acceptance will lapse and be of no effect should the Tenderer fail to fulfill any of the above conditions.

- 12.4 Upon and subject to the successful Tenderer having duly complied with Clause 12.3 above and such other conditions as may be specified in the Letter of Conditional Acceptance, a legally binding Contract will come into existence between the Government and the successful Tenderer.
- 12.5 Tenderers who do not receive any notification within the Tender Validity Period may assume that their Tenders are not accepted. Details of the Tender result will be

published in the Government of the Hong Kong Special Administrative Region Gazette which is available at the website: <http://www.gld.gov.hk/egazette>.

### 13. Contract Deposit

- 13.1 The successful Tenderer will be required to, within fourteen (14) days from the date of the Letter of Conditional Acceptance or such time as may be specified in the Letter of Conditional Acceptance, pay the Government an amount up to 5% of the Total Service Fee representing the Contract Deposit for the due and proper performance of the Contract.
- 13.2 The Contract Deposit may be paid either in cash or by way of a banker's guarantee in the form as attached in Appendix E to the Terms of Tender, issued by a licensed bank in Hong Kong.
- 13.3 A Tender should indicate in Appendix D to the Terms of Tender its election of the mode of payment of the Contract Deposit. Any Tenderer that fails to make the election will be deemed to have elected payment in cash.

### 14. Offers to be Binding

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

### 15. Tenderer's Enquiry

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

Employment in One-stop  
Labour Department  
(Attn: Ms Charlotte CHEUNG, Labour Officer)  
Fax No.: 3692 5761  
E-mail: [lo\\_eos\\_tsw@labour.gov.hk](mailto:lo_eos_tsw@labour.gov.hk)

Address: Employment in One-stop  
Labour Department  
Unit 401, 4/F, Tin Ching Amenity and Community Building  
Tin Ching Estate, Tin Shui Wai, N.T.

- 15.2 The Government is entitled to decide at its sole discretion whether or not to answer any enquiries or a part thereof. If answers are to be given, they will be placed on the website of the Department at <http://www.labour.gov.hk>. The Government reserves the right to disclose in full or in part the contents of these enquiries and the answers given without the need to seek the prior agreement of the enquirers. The Government will not send any individual reply to enquiries.

- 15.3 After the Tender Closing Date and before the award of the Contract, Tenderers shall not attempt to initiate any contact, whether direct or indirect, with the Government on matters relating to the Tender Documents or their submitted Tenders. Any Tenderer who fails to observe this requirement may render its Tender being disqualified. The Government reserves the sole right to initiate any contact with the Tenderers and all such contacts and subsequent responses from Tenderers shall be made in writing.
- 15.4 Unless otherwise expressly stated by the Government, any statement, whether oral or written, made and any action taken by the Government officer in response to any enquiry made by a prospective Tenderer shall be for guidance and reference purposes only. The statement shall not be deemed to form part of these Terms of Tender and such statement or action shall not be deemed to alter or otherwise vary any of the terms or conditions as set out in the Tender Documents.

## **16. Negotiation**

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

## **17. Cancellation of Tender and Savings**

- 17.1 The Government reserves the right to cancel this Invitation to Tender without cause.
- 17.2 The Government is not obliged to accept the Tender with the highest total mark or any Tender.

## **18. Cost of Tender Preparation**

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

## **19. Contractors' Performance Monitoring**

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

## **20. Documents of Tenderers**

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

**21. Consent to Disclosure**

For the purpose of this Invitation to Tender, including without limitation for evaluation and processing purposes, and for all other purposes arising from or incidental to this Invitation to Tender, the Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information concerning any of the Tenderers or the Tender submitted by that Tenderer, without any further reference to that Tenderer, including but without limitation the name of the Tenderer and its price offer.

**22. Personal Data Provided**

- 22.1 The personal data of any individual provided by the Tenderers in the Tenders will be used for the purposes of this Invitation to Tender, and all other purposes arising from or incidental to this Invitation to Tender including without limitation for the purposes of Tenders evaluation, Contract award, and resolution of any dispute arising from this Invitation to Tender. If insufficient and inaccurate information is provided, the Tender may not be considered.
- 22.2 A Tenderer acknowledges and consents and has ensured that the relevant individual to whom the personal data relate has acknowledged and consented that the personal data provided in the Tender may be disclosed to other Government departments and other parties for the purposes mentioned in Clause 22.1.
- 22.3 The individual to whom the personal data belongs has the right of access and correction with respect to personal data as provided for in Sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486).
- 22.4 Enquiries concerning the personal data collected by means of this Invitation to Tender, including requests for access and correction, should be addressed to Personal Data Privacy Officer of the Department issuing the Invitation to Tender.

**23. Offering Gratuities**

The Tenderer shall not and shall ensure that his employees, agents and sub-contractors shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its Tender. Where the Contract has been awarded to the Tenderer without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

**24. Addendum**

Some aspects of the Tender Documents may require clarification, amplification or correction. The Government reserves the right without prior consultation or notice,



to modify, amend or revise any provision in the Tender Documents by way of Tender addenda to such effect at any time before the Tender Closing Date.

## **25. Warranty against Collusion**

25.1 By submitting a Tender, the Tenderer represents and warrants that in relation to this invitation to Tender:

- (a) it has not communicated and will not communicate to any person other than the Government the amount of any price quoted or any pricing information submitted in its Tender;
- (b) it has not fixed and will not fix the price or any part thereof by agreement or arrangement with any person;
- (c) it has not made and will not make any agreement or arrangement with any person as to whether it or that other person will or will not submit a Tender; and
- (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the Tender.

25.2 In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause 25.1, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (a) reject the Tenderer's Tender;
- (b) if the Government has accepted the Tender, revoke its acceptance of the Tender; and
- (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.

25.3 The Tenderer shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 25.1.

25.4 Any breach of any of the representations and/or warranties in Clause 25.1 by the Tenderer may be taken into account in any future tenders invited by the Government and may prejudice the Tenderer's future standing as a Government contractor in future Government tenders.

25.5 Clause 25.1 shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance tender for computation of the tender price, or with its professional advisers or consultants to solicit their assistance in preparation of its tender.

25.6 The rights of the Government under Clause 25.2 to 25.4 are in addition to and without prejudice to any other rights or remedies available to the Government against the Tenderer.

## **26. Disclaimer**

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

#### Annex I – Tender Evaluation Procedures, Criteria and Marking Scheme

- Appendix A- Information about the Tenderer
- Appendix B- Technical Proposal
- Appendix C- Consent for Disclosure
- Appendix D- Price Proposal
- Appendix E- Form of Banker’s Guarantee
- Appendix F- Reply Form for Tender Briefing

## Annex I

### Tender Evaluation Procedures, Criteria and Marking Scheme

A two-envelope approach with a technical to price weighting of 40:60 will be adopted for Tender evaluation whereby price assessment will be conducted separately and subsequent to technical assessment. Without prejudice to other rights and powers of the Government under the Tender Documents, Tenders received will be evaluated in the following manner:

#### Stage 1 – Essential Requirements Screening

2. All Tenderers will be checked against the fulfillment of essential requirements stipulated in Clause 3 of the Terms of Tender. Only Tenderers which have complied with all of the essential requirements will have their Tenders evaluated under Stage 2.

#### Stage 2 – Technical Assessment

3. The total technical marks are 94. Tenderers must score an overall mark of 47 or above, failing which their Tenders will not be further considered. In addition, Tenderers failing to meet any of the requirements under criteria 4(b) and 5 to 6 below will not be considered further.

Assessment Criteria	Maximum Marks	Unit Marks (M)	Standard Score (S) (See Remark 1)				Marks Scored (M x S)	Notes
			3	2	1	0		
<b>A. Experience in the provision of employment-related services and training</b>								
1. Comprehensiveness, relevance and effectiveness of the employment assistance services provided to unemployed able-bodied CSSA recipients as furnished by the Tenderer in Appendix A								See Note 1
(a) Comprehensiveness	3	1						
(b) Relevance	12	4						
(c) Effectiveness	3	1						
2. Diversity of the employment-related training programmes organised and workplace attachments arranged as provided by the Tenderer in Appendix A								See Note 2
(a) Diversity of training programmes	3	1						
(b) Diversity of workplace attachments	6	2						

3.	Relevance of the counselling service given by registered social workers as provided by the Tenderer in Appendix A	3	1						See Note 3
<b>B. Expected output/outcome of the Services under the Contract</b>									
4.	Comprehensiveness of the training/ counselling activities as proposed by the Tenderer in Appendix B (a) Training/counselling activities proposed in areas (i) – (vi) (b) Training/counselling activities proposed in at least four of the six areas ((i) to (vi)) <b>(The Tender will not be considered further if it fails to obtain a standard score of 1 in this sub-criterion)</b>	12  4  Passing mark: 4	4  4						See Note 4
<b>C. Service and quality management plan</b>									
5.	Service plan submitted by the Tenderer in Appendix B: the extent to which the Services and implementation plan proposed by the Tenderer meets the objectives and exceeds the performance standards as stated in the Service Specifications <b>(The Tender will not be considered further if it fails to obtain a standard score of 1 or above in this criterion)</b>	24  Passing mark: 8	8						See Note 5
6.	Effectiveness of the quality monitoring, continuous quality improvement measures and administration of Temporary Financial Aid as committed by the Tenderer in Appendix B <b>(The Tender will not be considered further if it fails to obtain a standard score of 1 or above in this criterion)</b>	15  Passing mark: 5	5						See Note 6

<b>D. Mobilisation of resources and business networking</b>								
7.	Extent to which the Tenderer's own resources will be mobilised and its business networking with employers and other non-government organisations in the district as provided by the Tenderer in Appendix B facilitates the delivery of the Services under the Contract	9	3					See Note 7
Total		94						

**Remarks:**

- (1) The total technical marks are 94.
- (2) The overall passing mark for technical assessment is 47.
- (3) A maximum weighted score of 40 will be allocated to the Tenderer with the highest technical mark, while the weighted score for other Tenderers will be calculated by the following formula:

$$40 \times \frac{\text{Technical mark of the Tender offer being assessed which has met the essential requirements, the requirements under criteria 4(b) and 5 and 6, and attained an overall passing mark of 47 or above}}{\text{Highest technical mark amongst all Tender offers which have met the essential requirements, the requirements under criteria 4(b) and 5 and 6, and attained an overall passing mark of 47 or above}}$$

**Explanatory Notes****Note 1: Notes for Criterion 1**

- (a) Comprehensiveness of the employment assistance services will be assessed with reference to the types of services provided/ activities arranged by the Tenderer for unemployed able-bodied CSSA recipients in the five projects quoted by the Tenderer in Appendix A. Types of services/activities that will be counted include: (i) individual/ group counselling; (ii) support groups; (iii) job search skills training; (iv) vocational skills training; (v) workplace attachments/ work trials; (vi) training to enhance psychological well-being/ motivation; (vii) post-placement support. A maximum of 3 marks will be given to this assessment aspect in accordance with the following rule:

Standard Score	<u>Number of types of employment-related services/activities arranged under (i) to (vii) above</u>
<b>3</b>	7
<b>2</b>	5 or 6
<b>1</b>	3 or 4
<b>0</b>	2 or less

- (b) Relevance of the experience will be assessed with reference to the number (counted by the service district and project number), type, location and date of the employment assistance projects commissioned by LD/ SWD operated by the Tenderer. The 5 types of

LD/ SWD projects that will be counted are [a] LD Employment in One-stop (EOS) Case Management and Employment Support Services; [b] SWD Integrated Employment Assistance Scheme (IEAS); [c] SWD The third phase of the Special Training and Enhancement Programme (My STEP); [d] SWD Enhanced New Dawn (ND) Project/ Third Phase ND Project; and [e] SWD Integrated Employment Assistance Programme for Self-reliance (IEAPS). Assessment will be based on the five projects quoted by the Tenderer in Appendix A. A maximum of 12 marks will be given to this assessment criterion in accordance with the following rule:

Standard Score	<u>Number, type, location and date of LD/SWD employment assistance projects (i.e. [a] to [e] above) undertaken</u>
<b>3</b>	6 or more LD/SWD projects in 4 or 5 types of the projects, with 1 or more project in Yuen Long District undertaken within 2 years immediately preceding the Tender Closing Date
<b>2</b>	6 or more LD/SWD projects in not less than 3 types of the projects
<b>1</b>	1 or more LD/SWD projects in less than 3 types of the projects
<b>0</b>	0 LD/SWD project

- (c) Effectiveness of the services will be assessed with reference to the average placement rate achieved by the Tenderer. The average placement rate refers to the total number of project participants successfully placed into Full-time Employment (with at least 120 hours of work per month and meeting the income requirements prescribed by SWD) and remained in the same employment for one month or more in the five projects quoted by Tenderers in Appendix A out of the total number of job-seekers served in these five projects. A maximum of 3 marks will be given to this assessment aspect in accordance with the following rule:

Standard Score	<u>Average placement rate achieved by the Tenderer</u>
<b>3</b>	≥ 25%
<b>2</b>	≥ 20% to <25%
<b>1</b>	≥ 15% to < 20%
<b>0</b>	< 15%

**Note 2: Notes for Criterion 2**

Assessment under this criterion will be made according to (a) the diversity of employment-related training programmes organised by the Tenderer; and (b) the diversity of workplace attachments arranged by the Tenderer in the two most recent years of the Tenderer's years of experience in the five years immediately preceding the Tender Closing Date.

- (a) Diversity of employment-related training programmes organised:

The following areas of training will be taken into account for assessment purpose: (i) job search skills training; (ii) vocational skills training; (iii) soft skills training; (iv) training to enhance psychological well-being/ motivation. Assessment will be based on the number of types of training programmes organised which fall under areas (i) to (iv) above. A maximum of 3 marks will be given to this assessment aspect in accordance with the following rule:

Standard Score	<u>Number of types of employment-related training programmes organised</u>
<b>3</b>	9 or more
<b>2</b>	6 to 8
<b>1</b>	3 to 5
<b>0</b>	2 or less

## (b) Diversity of workplace attachments arranged:

Assessment will be made with reference to the types of occupation in which the workplace attachments have been arranged. A maximum of 6 marks will be given to this assessment aspect in accordance with the following rule:

Standard Score	<u>Number of types of occupation involved in the workplace attachments arranged</u>
<b>3</b>	6 or more types of occupation with an aggregate of at least 25 workplace attachments in the two most recent years of the Tenderer's years of experience in the five years immediately preceding the Tender Closing Date in Yuen Long District
<b>2</b>	6 or more
<b>1</b>	3 to 5
<b>0</b>	2 or less

**Note 3: Notes for Criterion 3**

Relevance of counselling service given by registered social workers will be assessed according to the percentage of employment/ career counselling cases conducted by registered social workers out of the total number of counselling cases handled by registered social workers. A maximum of 3 marks will be given in accordance with the following assessment rule:

Standard Score	<u>Percentage of employment/career counselling cases conducted by registered social workers</u>
<b>3</b>	≥ 15%
<b>2</b>	≥ 10% to < 15%
<b>1</b>	≥ 5% to < 10%
<b>0</b>	< 5%

**Note 4: Notes for Criterion 4**

Comprehensiveness of training/counselling activities will be assessed by types of activities in the following areas: (i) motivation for change, (ii) career insight (e.g. training for enhancing knowledge on the labour market), (iii) job search competency, (iv) psychological well-being, (v) soft skills (e.g. problem-solving skills training) and (vi) vocational skills as proposed to be organised/arranged by the Tenderer in Appendix B.

## (a) Training/counselling activities proposed in areas (i) to (vi)

Standard Score	<u>Number of types of training/counselling activities proposed in areas (i) to (vi)</u>
<b>3</b>	16 or more in areas (i) to (v) and 29 or more in area (vi)
<b>2</b>	11 or more in areas (i) to (v) and 19 or more in area (vi)

<b>1</b>	6 or more in areas (i) to (v) and 9 or more in area (vi)
<b>0</b>	5 or less in areas (i) to (v) and/ or 8 or less in area (vi)

For example, if a Tenderer proposes to organise/arrange 11 types of training/counselling activities in areas (i) to (v) and 9 types of training/counselling activities in area (vi), it will obtain a standard score of 1; if a Tenderer proposes to organise/arrange 6 types of training/counselling activities in areas (i) to (v) and 7 types of training/counselling activities in area (vi), it will obtain a standard score of 0.

(b) Training/counselling activities proposed in at least four of the six areas (i) to (vi) above

Standard Score	<u>Training/counselling activities proposed</u>
<b>1</b>	Proposed activities in at least four of the above-mentioned areas
<b>0</b>	Proposed activities in less than four of the above-mentioned areas

Tenders failing to obtain a standard score of 1 in sub-criterion (b) will not be considered further.

#### **Note 5: Notes for Criterion 5**

Factors to be taken into account in making the assessment under this criterion include the extent to which the implementation plan and services proposed by the Tenderer in Appendix B meets the service requirements as stipulated under Part 4 Service Specifications. The service requirements include (i) content of services for each Participant, (ii) frequency and service hours for each Participant, (iii) content, frequency, service hours and duration of post-placement support service for each Participant placed into employment, (iv) case manager to enrolled Participants ratio and (v) qualifications and work experience of staff. Higher scores will be given to those implementation plans with additional services proposed and performance standards exceeding the basic requirements. Due consideration will be given to the quantity, relevance (in terms of enhancement of Participants' employability and motivation), feasibility and variety of the additional services proposed. A maximum of 24 marks will be given for this criterion.

Standard Score	<u>Assessment</u>
<b>3</b>	Proposed services/plan exceeds the service requirements in (i) to (v) with additional services which are relevant and feasible and with standards in any service area(s) exceeding the basic requirements which must include a case manager to enrolled Participants ratio up to 1:60 or better
<b>2</b>	Proposed services/plan fully meets the service requirements in (i) to (v) with additional services which are relevant and feasible or with standards in any service area(s) exceeding the basic requirements
<b>1</b>	Proposed services/plan fully meets the service requirements in (i) to (v)
<b>0</b>	Proposed services/plan fails to fully meet the service requirements in (i) to (v) or does not provide information on all services requirements in (i) to (v)

Tenders failing to obtain a standard score of 1 or above in this criterion will not be considered further.



**Note 6: Notes for Criterion 6**

Tenderer will mainly be assessed by the effectiveness of the staff roster plan, quality service management plan and administration of Temporary Financial Aid proposed. Evaluation will take into account the following areas: (i) the extent to which the proposed staff roster plan can facilitate the service delivery, (ii) effectiveness of the measures to meet the objectives of the Services, including service output and quality monitoring as well as continuous quality improvement, (iii) involvement of senior management in service quality management, (iv) staff training and effectiveness of staff communication channel, (v) complaint handling mechanism, and (vi) effectiveness of the assessment method for vetting Participants' applications for Temporary Financial Aid and the monitoring mechanism proposed. A maximum of 15 marks will be given in accordance with the following assessment rule.

Standard Score	Assessment
3	Proposed plan is practical and provides detailed information on all areas (i) to (vi) with good suggestions in 3 or more of the areas (i) to (vi) which must include safeguards to prevent abuses of Temporary Financial Aid
2	Proposed plan is practical and provides detailed information on all areas (i) to (vi) with good suggestions in 1 - 2 area(s) in (i) to (vi)
1	Proposed plan is practical and provides information on all areas (i) to (vi)
0	Proposed plan is impractical and/or ineffective in monitoring service quality and ensuring continuous quality improvements or proposed plan does not provide information on all areas (i) to (vi)

Tenders failing to obtain a standard score of 1 or above in this criterion will not be considered further.

**Note 7: Notes for Criterion 7**

Tenderers will be assessed by the forms or means of their past collaboration with employers and other non-government organisations (excluding the Tenderer if the Tenderer is a non-government organisation) in Yuen Long District which are relevant to and can facilitate the delivery of Services under the Contract. A maximum of 9 marks will be given in accordance with the rule set out as follows.

Standard Score	Assessment
3	The Tenderer has relevant business networking with at least 30 employers and other non-government organisations in Yuen Long District
2	The Tenderer has relevant business networking with 20 - 29 employers and other non-government organisations in Yuen Long District
1	The Tenderer has relevant business networking with 10 - 19 employers or other non-government organisations in Yuen Long District
0	The Tenderer has relevant business networking with less than 10 employers or other non-government organisations in Yuen Long District

**Stage 3 – Price Assessment**

5. The price assessment is based on the Total Service Fee for the two-year Contract

tendered by the Tenderer. A maximum weighted score of 60 will be allocated to the Tenderer which has passed Stage 2 assessment with tenders of the lowest Total Service Fee while the weighted score for other Tenderers will be determined by the following formula:

$$60 \times \frac{\text{Lowest Total Service Fee amongst all Tenders which have passed Stage 2 assessment}}{\text{Total Service Fee of the Tender being assessed which has passed Stage 2 assessment}}$$

#### **Stage 4 – Calculation of Combined Score**

6. The combined score of the conforming Tenders will be determined by the following formula:-

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

7. The Tender with the highest combined score will normally be recommended for acceptance.

**Appendix A –  
Information about the Tenderer**

**Tenderers are strongly advised to take note of Clause 3 and the marking scheme in Annex I of the Terms of Tender before preparing for Appendix A.**

Tenderers are required to submit the following information 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 the Appendix A being referred to.)

(a) Brief history of the Tenderer

- (b) The Tenderer is required to possess at least two aggregate years' experience in the five years immediately preceding the Tender Closing Date in providing employment assistance services to unemployed able-bodied Comprehensive Social Security Assistance (CSSA) recipients for not less than 200 participants in any two aggregate years, **failing which its Tender will not be considered further. The Tenderer is required to provide documentary proof for substantiation of the claim of experience and information on items listed in the table below in respect of any five projects operated in the five years immediately preceding the Tender Closing Date.**

	1	2	3	4	5
Name of project(s)					
Whether the project(s) is/are commissioned by the Labour Department (LD)/ Social Welfare Department (SWD)*	Yes/No <sup>#</sup>	Yes/No <sup>#</sup>	Yes/No <sup>#</sup>	Yes/No <sup>#</sup>	Yes/No <sup>#</sup>
	(If Yes, please state the project type*)				
Dates and duration of operating the project (with commencement and end date, if any)					
Location(s) where the project is/ are operated					
Content of pre-employment services provided to project participants, in particular those that helped enhance the work motivation and employability of participants					
Content of post-employment services to project participants successfully placed into employment that helped them settle into					

their jobs					
Number of participants served in the project (with breakdown by each year)					
Number of project participants successfully placed into Full-time Employment (with at least 120 hours of work per month and meeting the income requirements prescribed by SWD) and remained in the same employment for one month					
<p>If the Tenderer has operated employment assistance projects commissioned by the Labour Department (LD) or the Social Welfare Department (SWD) for CSSA recipients on top of those mentioned above in the five years immediately preceding the Tender Closing Date, the Tenderer is invited to provide information on these other projects, including the name, type, and commencement and end dates of operating these other projects below:</p>					

\* LD/ SWD projects that will be counted include: (i) LD Employment in One-stop (EOS) Case Management and Employment Support Services; (ii) SWD Integrated Employment Assistance Scheme (IEAS); (iii) SWD The third phase of the Special Training and Enhancement Programme (My STEP); (iv) SWD Enhanced New Dawn (ND) Project/ Third Phase ND Project; and (v) SWD Integrated Employment Assistance Programme for Self-reliance (IEAPS.)

# Please delete as appropriate

- (c) The Tenderer is required to possess at least two aggregate years' experience in organising employment-related training programmes for not less than an aggregate of 200 participants in any two aggregate years out of the five years immediately preceding the Tender Closing Date, **failing which its Tender will not be considered further. The Tenderer is required to provide documentary proof for substantiation of the claim of experience, and information in respect of employment-related training programmes organised in two most recent years of the years of experience claimed on items listed in the table below.**

**Experience in organising employment-related training programmes**

*(Please provide information (i) on the years of experience and the aggregate number of participants in any two aggregate years in organising employment-related training programmes in the five years immediately preceding the Tender Closing Date, and (ii) in respect of employment-related training programmes organised in the two most recent years of the years of experience claimed, description of each type of programmes organised, including name, course content, durations and the number of persons attended.)*

- (d) If the Tenderer has arranged workplace attachments for job-seekers in the five years immediately preceding the Tender Closing Date, the Tenderer is invited to provide information on the workplace attachments arranged in the two most recent years of the years of experience claimed in the five years immediately preceding the Tender Closing Date on items listed below.

**Experience in arrange workplace attachments**

*(Please provide information (i) on the years of experience in arranging workplace attachments in the five years immediately preceding the Tender Closing Date, and (ii) in respect of the workplace attachments arranged in the two most recent years of the years of experience claimed in the five years immediately preceding the Tender Closing Date, number of job-seekers for whom workplace attachments have been arranged in each year, types of occupations and industries in which workplace attachments were arranged, and the locations and districts of the workplace attachments arranged.)*

- (e) The Tenderer is required to possess at least two aggregate years' experience in providing counselling services given by registered social workers for not less than an aggregate of 200 persons in any two aggregate years in the five years immediately preceding the Tender Closing Date, **failing which its Tender will not be considered further. The Tenderer is required to provide documentary proof for substantiation of the claim of experience and information on items listed in the table below in respect of the counselling services given by registered social workers in any two aggregate years in the five years immediately preceding the Tender Closing Date.**

Year (Please specify the first and ending date of the year)	Number of counselling cases conducted by registered social workers	Number of counselling cases involving employment/career counselling conducted by registered social workers, if any

**In case the Tenderer is a limited company or a statutory corporation:**

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

Name and title/post of the person authorised to sign Tender for and on behalf of the Tenderer:

Name of the Tenderer in English (in Block Letters):

Name of the Tenderer in Chinese (in Block Letters):

Type of business entity of the Tenderer:

limited company / statutory body

Tel No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Date : \_\_\_\_\_

**In case the Tenderer is a group of office-bearers of a society registered or exempted from registration under the Societies Ordinance:**

Signed by an office-bearer of the society:

Name and title/post of the office-bearer:

Name of the society in English  
(in Block Letters):



Name of the society in Chinese  
(in Block Letters):

---

---

Tel No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Date : \_\_\_\_\_

Signed by an office-bearer of the society:

Name and title/post of the office-bearer:

---

---

Name of the society in English  
(in Block Letters):

---

---

Name of the society in Chinese  
(in Block Letters):

---

---

Tel No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Date : \_\_\_\_\_

[NB: Please use the above execution clause for multiple office-bearers. At least two office-bearers of the society must sign.]

## 附件 A – 投標者資料

投標者填寫附件 A 前，務請特別留意投標條款第 3 條及附件 I 的評分標準。

投標者須提供以下資料作投標評分之用。(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件 A 哪一部份。)

(a) 投標者簡歷

--

- (b) 投標者須在緊接著截標日期前 5 年內有至少 2 年向領取綜合社會保障援助(綜援)的健全失業人士提供就業支援的服務的經驗，及在該 5 年內的任何 2 年為合共不少於 200 名領取綜援的健全失業人士提供就業支援服務。投標者如未能符合此項要求，其標書將不獲進一步考慮。投標者須提交文件證明具備所報稱的經驗，以及就緊接著截標日期前 5 年內，營辦的任何 5 個由勞工處或社會福利署委託，向領取綜援的健全失業人士提供就業支援的服務計劃，提供下表所列項目資料。

	1	2	3	4	5
服務計劃名稱					
服務計劃是否由 勞工處或 社會福利署委託*	是/否 <sup>#</sup>	是/否 <sup>#</sup>	是/否 <sup>#</sup>	是/否 <sup>#</sup>	是/否 <sup>#</sup>
	(如是，請提供計劃的類別*)				
營辦服務計劃 的日期和期間 (請列出開始及完 結日期(如適用))					
營辦服務計劃 的地點					
向服務計劃參加者 提供的職前服務， 特別是提升參加者 的工作意欲及就業 能力的服務內容					
協助成功入職者適 應其工作的 就業服務內容					
參加者的數目 (每年數字)					
參加者成功覓得全 職工作(指每月最少 工作 120 小時及收 入不少於社會福利 署所定標準的工作) 並留職 1 個月或以 上的數目					

如投標者在緊接著截標日期前 5 年內，除上述提及的計劃外，曾營運由勞工處或社會福利署委託，向領取綜援的健全失業人士提供就業支援的其他服務計劃，可在下列空白位置提供該些計劃的資料，包括計劃名稱、計劃類別、及開始及完結營辦計劃的日期。

\* 勞工處或社會福利署委託，向領取綜援的健全失業人士提供就業支援的服務計劃包括：(i) 勞工處就業一站個案管理及就業支援服務；(ii) 社會福利署綜合就業援助計劃；(iii) 社會福利署第三期「走出我天地」計劃；(iv) 欣曉(優化)計劃/ 第三期欣曉計劃；及(v) 社會福利署自力更生綜合就業援助計劃。

# 請刪去不適用者

(c) 投標者須在緊接著截標日期前 5 年內有最少 2 年舉辦與就業相關的培訓課程經驗，並在該 5 年內任何兩年為合共不少於 200 人次舉辦該些課程。如投標者未能符合此項要求，其標書將不獲進一步考慮。投標者須提交文件證明具備所報稱的經驗，以及就報稱經驗年期中，最近期的 2 年所舉辦與就業相關的培訓課程提供下表所列項目資料。

#### 舉辦與就業相關的培訓課程的經驗

(請提供 (i) 緊接著截標日期前 5 年內舉辦與就業相關的培訓課程的經驗年期及於當中任何兩年內參加該些課程的總人次；(ii) 就報稱經驗年期中，最近期的 2 年所舉辦與就業相關的培訓課程，提供以下資料：每類課程的簡介，包括課程名稱、內容、期間、參加課程的人數。)

--

- (d) 如投標者在緊接著截標日期前 5 年內有替求職者安排工作實習的經驗，請就報稱經驗年期中，最近期的 2 年所安排的工作實習，提供下表所列項目資料。

**安排工作實習的經驗**

(請提供(i)緊接著截標日期前 5 年內安排工作實習活動的經驗年期；(ii) 就報稱經驗年期中，最近期的 2 年所安排工作實習活動提供以下資料:每年獲安排工作實習的求職者人數、工作實習涉及的職業及行業類別，及工作實習地點及地區。)

- (e) 投標者須於緊接著截標日期前 5 年內有最少 2 年由註冊社工提供輔導服務的經驗，並在該 5 年內任何兩年由註冊社工為合共不少於 200 人提供該些服務。如投標者未能符合此項要求，其標書將不獲進一步考慮。投標者須提交文件證明具備所報稱的經驗，以及就緊接著截標日期前 5 年內任何 2 年由註冊社工提供的輔導服務，提供下表所列項目資料。

年期 (請註明該年開始及結束日期)	由註冊社工提供輔導服務的個案數目	如由註冊社工提供輔導服務的個案中，有涉及就業/職業輔導的個案，請提供就業/職業輔導個案的數目

**如投標者為有限公司或法定機構：**

獲授權代表投標者簽署投標文件人士的簽署：

獲授權代表投標者簽署投標文件人士的姓名及職銜/職位：

投標者的英文名稱（正楷）：

投標者的中文名稱（正楷）：

投標者的商業實體類別：

有限公司/法定機構

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

**如投標者為根據《社團條例》註冊或獲豁免註冊社團的多名幹事：**

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

[註：如有多名幹事，請使用以上的執行條款填寫資料，至少須有兩名社團幹事簽署。]

**Appendix B –  
Technical Proposal for the Provision of  
Case Management and Employment Support Services  
for the Employment in One-stop**

[Subject to such modifications as may be agreed by the Government,  
the Technical Proposal submitted by the Tenderer  
shall be annexed to the Contract as Schedule A.]

**Tenderers are strongly advised to take note of the marking scheme in Annex I of the Terms of Tender before preparing for Appendix B.**

Tenderers are required to submit the following information 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 the Appendix B being referred to.)

**Part 1 Services Implementation Plan**

- (a) Types of Services to be offered to help enhance the work motivation and employability of Participants as well as the their sustainability in employment and the delivery plan of these services in the 12-month service period for the Participants during the Contract Period

	Details of service
	(Please provide information on content of services for each Participant, implementation plan, number of minimum total service hours for each Participant during the 12-month service period, content and frequency, number of post-placement service hours per month and duration of post-employment support service for each Participant placed into employment.)
Type I Participants	

Type II Participants	
Type III Participants	



Targeted percentage of Participants placed into Full-time Employment/ returning to Full-time Schooling and remain in the same employment/ full-time schooling for at least one month (for two-year Contract Period)	_____ %
Targeted percentage of Participants placed into Full-time Employment/ returning to Full-time mainstream Schooling and remain in the same employment/ full-time schooling for at least three months (for two-year Contract Period)	_____ %
Ratio of case managers to enrolled Participants throughout the Contract Period	1 case manager : _____ Participants
<p>Content and frequency of training/counselling activities to be organised to help enhance the work motivation and employability of Participants as well as the their sustainability in employment:-</p> <p><i>(Please provide information on the types of training/counselling activities to be organised/arranged under the following areas:- (i) motivation for change, (ii) career insight, (iii) job search competency, (iv) psychological well-being, (v) soft skills and (vi) vocational skills; content and objectives of the proposed training/counselling activities; whether the training/counselling activities are organised in-house and if not, the organisations providing such activities to which referral of Participants will be made. If the training/counselling activities are organised in-house, please provide information on the frequency of the proposed training/counselling activities to be organised and the total number of hours of the activities to be provided (i.e. aggregate number of the hours of each training/counselling activity multiplied by number of Participants to be served by each of these activities.)</i></p>	

(b) Staff roster plan to deliver the Services under the Contract

(c) Quality service management plan

*(Please provide information on measures to meet the objectives of the Services, including service output and quality monitoring as well as continuous quality improvement measures; complaint handling mechanism and assessment method for Temporary Financial Aid applications.)*

## (d) Business networking

*(Please provide information on business networking with employers and other non-government organisations providing employment-related services and training, particularly in the Yuen Long District, which facilitate the delivery of the Services under the Contract.)*

**In case the Tenderer is a limited company or a statutory corporation:**

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

Name and title/post of the person authorised to sign Tender for and on behalf of the Tenderer:

Name of the Tenderer in English  
(in Block Letters):

Name of the Tenderer in Chinese  
(in Block Letters):

Type of business entity of the Tenderer:

limited company / statutory body

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

**In case the Tenderer is a group of office-bearers of a society registered or exempted from registration under the Societies Ordinance:**

Signed by an office-bearer of the society:

Name and title/post of the office-bearer:

Name of the society in English  
(in Block Letters):

Name of the society in Chinese

(in Block Letters):

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

Signed by an office-bearer of the society :

Name and title/post of the office-bearer: \_\_\_\_\_

Name of the society in English

(in Block Letters):

Name of the society in Chinese

(in Block Letters):

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

[NB: Please use the above execution clause for multiple office-bearers. At least two office-bearers of the society must sign.]

**附件 B –  
為「就業一站」  
提供個案管理及就業支援服務的技術建議**  
[受限於政府同意的修訂，營辦機構提交的技术建議將成為合約的附表 A]

**投標者填寫附件 B 前，務請特別留意投標條款附件 I 的評分標準。**

投標者須提供以下資料作投標評分之用。(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件 B 哪一部份。)

**第 1 部份 服務計劃書**

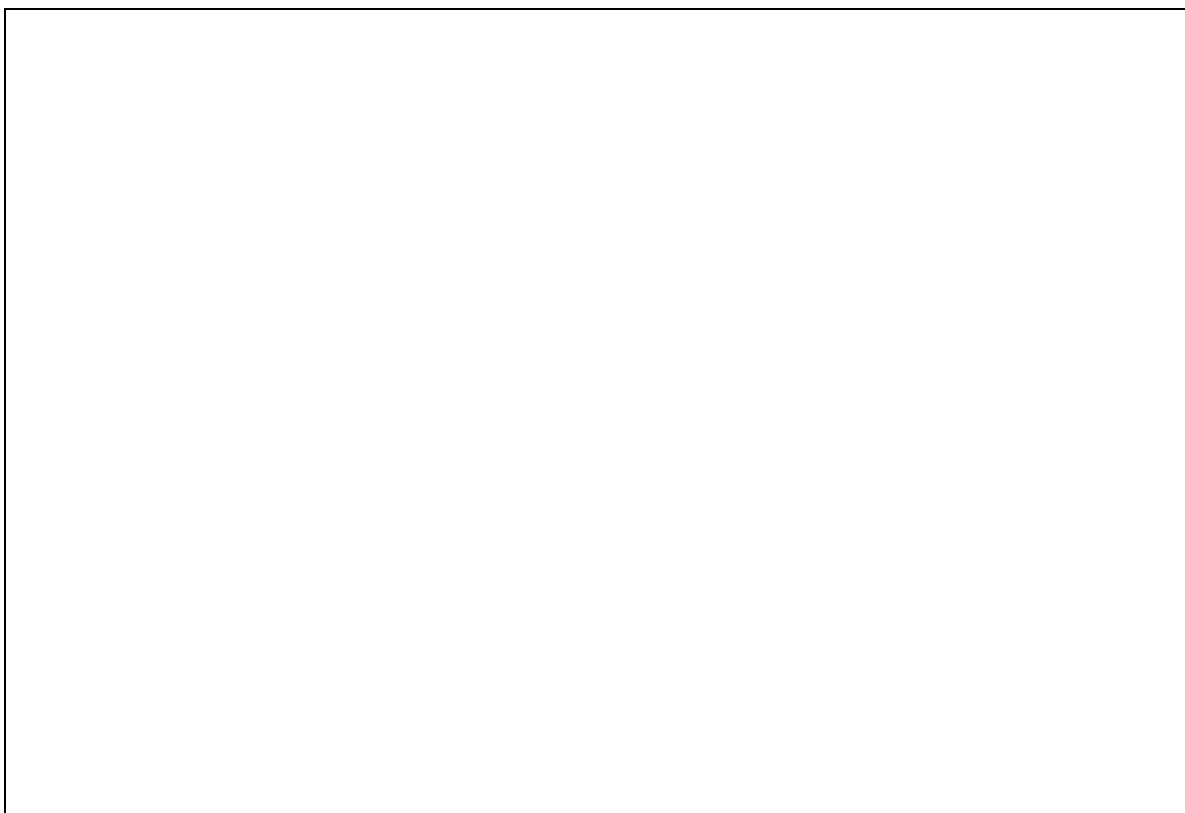
- (a) 在合約期內，擬於參加者接受服務的 12 個月內提供，提升參加者工作意欲、就業能力及協助其持續留職的服務及推行計劃書

	服務詳情
	(請提供在參加者接受服務的 12 個月內，向每名參加者提供的服務的內 容、推行計劃、及最少總服務時數、向每名成功就業的參加者提供就業 後跟進服務的內 容，每月的次數及每次的時數，以及提供有關服務的期 間)
第一類參加者	

第二類參加者	
第三類參加者	

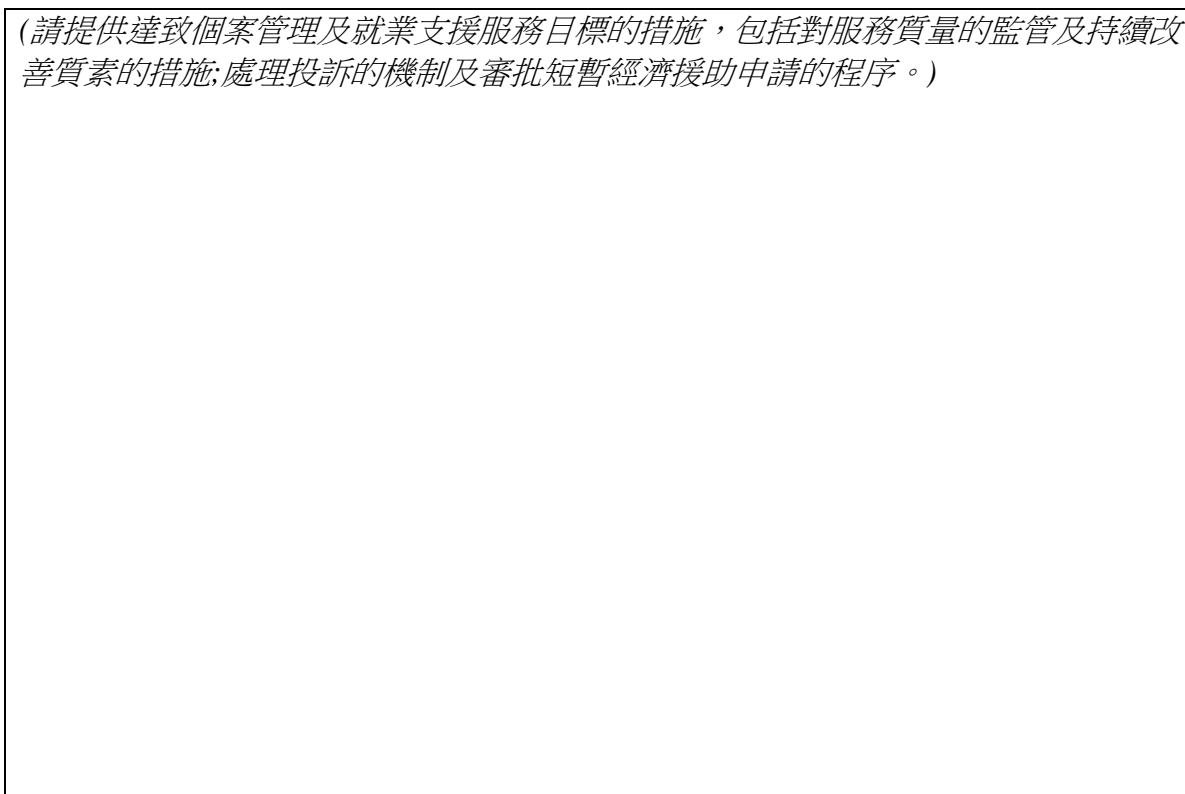
協助參加者覓得全職工作/返回全日制主流學習系統，並留職/繼續修讀全日制課程最少一個月的目標百分比(以兩年作為截算期)	_____ %
協助參加者覓得全職工作/返回全日制主流學習系統，並留職/繼續修讀全日制課程三個月或以上的目標百分比(以兩年作為截算期)	_____ %
在整個合約期間內維持個案經理對接受服務的參加者的比例	1 名個案經理: _____ 名接受服務的參加者
<p>提升參加者工作意欲、就業能力及協助其持續留職的培訓或輔導活動內容及次數  (請提供在下列範疇舉辦/安排的培訓或輔導活動種類: (i)轉變的意欲、(ii)職業導引、(iii)找尋工作的能力、(iv)心理健康、(v)軟性技巧及(vi)職業技能; 培訓或輔導活動內容及目的; 有關的培訓或輔導活動是否自行舉辦; 如果不是自行舉辦, 將轉介參加者予參加有關培訓或輔導活動的機構。就屬於自行舉辦的培訓或輔導活動, 請提供舉辦有關的活動的次數, 及活動的服務總時數(即每個自行舉辦的培訓或輔導活動的時數總和 x 預計參加該些活動的參加者人數。)</p>	

(b) 就執行是項服務合約的人手編制及執勤安排



(c) 服務質素管理計劃書

*(請提供達致個案管理及就業支援服務目標的措施，包括對服務質量的監管及持續改善質素的措施；處理投訴的機制及審批短暫經濟援助申請的程序。)*





## (d) 合作伙伴網絡

(請提供與僱主及提供就業相關服務及培訓的其他非政府機構的合作伙伴網絡，特別是在元朗區的合作夥伴網絡，而有關網絡可有助執行在這合約下提供的服務。)

## 如投標者為有限公司或法定機構：

獲授權代表投標者簽署投標文件人士的  
簽署：

獲授權代表投標者簽署投標文件人士的  
姓名及職銜/職位：

投標者的英文名稱（正楷）：

投標者的中文名稱（正楷）：

投標者的商業實體類別：

有限公司/法定機構

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

## 如投標者為根據《社團條例》註冊或獲豁免註冊社團的多名幹事：

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

[註：如有多名幹事，請使用以上的執行條款填寫資料，至少須有兩名社團幹事簽署。]

### Appendix C - Consent for Disclosure

We hereby authorise the Labour Department to verify and/or to obtain further information from the Social Welfare Department (SWD) respecting my performance in operating projects commissioned by SWD and from the organisations listed below respecting the information provided by us in Appendix A:-

(Please use additional sheets if the space provided is not sufficient.)

Name of organisation (in both Chinese and English) & Address	Name of contact persons, title/ post and telephone number

**In case the Tenderer is a limited company or a statutory corporation:**

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

Name and title/post of the person authorised to sign Tender for and on behalf of the Tenderer:

Name of the Tenderer in English  
(in Block Letters):

Name of the Tenderer in Chinese  
(in Block Letters):

Type of business entity of the Tenderer:

limited company / statutory body

Tel No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Date : \_\_\_\_\_

**In case the Tenderer is a group of office-bearers of a society registered or exempted from registration under the Societies Ordinance:**

Signed by an office-bearer of the society :

\_\_\_\_\_

Name and title/post of the office-bearer:

\_\_\_\_\_

Name of the society in English  
(in Block Letters):

\_\_\_\_\_

Name of the society in Chinese  
(in Block Letters):

\_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

Signed by an office-bearer of the society :

\_\_\_\_\_

Name and title/post of the office-bearer:

\_\_\_\_\_

Name of the society in English  
(in Block Letters):

\_\_\_\_\_

Name of the society in Chinese  
(in Block Letters):

\_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

[NB: Please use the above execution clause for multiple office-bearers. At least two office-bearers of the society must sign.]

### 附件 C – 披露資料同意書

我們現授權勞工處向社會福利署核實本機構就營辦社會福利署委託的服務計劃的表現及在附表 A 提供的資料及/或索取進一步資料，及向下述所列的機構核實我們在附件 A 提供的其他資料及/或索取進一步資料。

(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。)

機構的中英文名稱及地址	聯絡人姓名，職銜/職位及電話

#### 如投標者為有限公司或法定機構：

獲授權代表投標者簽署投標文件人士的簽署：

獲授權代表投標者簽署投標文件人士的姓名及職銜/職位：

投標者的英文名稱（正楷）：

投標者的中文名稱（正楷）：

投標者的商業實體類別：

有限公司/法定機構

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

#### 如投標者為根據《社團條例》註冊或獲豁免註冊社團的多名幹事：

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

其中一位社團幹事的簽署： \_\_\_\_\_  
幹事的姓名及職銜/職位： \_\_\_\_\_  
社團的英文名稱（正楷）： \_\_\_\_\_  
社團的中文名稱（正楷）： \_\_\_\_\_  
電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

[註：如有多名幹事，請使用以上的執行條款填寫資料，至少須有兩名社團幹事簽署。]

**Appendix D –  
Price Proposal for the Provision of  
Case Management and Employment Support Services  
for the Employment in One-stop**

[Subject to such modifications as may be agreed by the Government,  
the Price Proposal submitted by the Tenderer  
shall be annexed to the Contract as Schedule B.]

(Please use additional sheets if the space provided is not sufficient.)

1. We, the Tenderer as mentioned below, offer to provide the Services stipulated in the Service Specifications for an estimated average of 630 Participants at any one time during the 2-year Contract Period at the Service Fee below, and provide details of the calculation of the Service Fee as follows:-

<b>First Contract Year Service Fee (HK\$) (a)</b>	<b>Second Contract Year Service Fee (HK\$) (b)</b>
Service Fee: HK\$ _____	Service Fee: HK\$ _____
Total Service Fee for the two-year Contract (i.e. (a) + (b)) = HK\$	
Details of calculation of the First Contract Year Service Fee:-	Details of calculation of the Second Contract Year Service Fee:-

2. Election of mode of payment of Contract Deposit

We shall elect to pay the Contract Deposit:-

\*(i) in cash, or

\*(ii) in the form of a banker's guarantee in accordance with Clause 13.2 of the Terms of Tender.

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.

\* Delete as appropriate.

**In case the Tenderer is a limited company or a statutory corporation:**

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

Name and title/post of the person authorised to sign Tender for and on behalf of the Tenderer:

Name of the Tenderer in English  
(in Block Letters):

Name of the Tenderer in Chinese  
(in Block Letters):

Type of business entity of the Tenderer:

limited company / statutory body

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

**In case the Tenderer is a group of office-bearers of a society registered or exempted from registration under the Societies Ordinance:**

Signed by an office-bearer of the society :

Name and title/post of the office-bearer:

Name of the society in English  
(in Block Letters):

Name of the society in Chinese  
(in Block Letters):

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

Signed by an office-bearer of the society :

Name and title/post of the office-bearer:

Name of the society in English  
(in Block Letters):

Name of the society in Chinese  
(in Block Letters):

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date : \_\_\_\_\_

[NB: Please use the above execution clause for multiple office-bearers. At least two office-bearers of the society must sign.]



**附件 D –  
為「就業一站」  
提供個案管理及就業支援服務的價格建議**

[受限於政府同意的修訂，營辦機構提交的價格建議將成為合約的附表 B]

(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。)

1. 我們是下述投標者，現提供在兩年合約期內同一時間向預計平均 630 名參加者提供服務規格內列明的服務的總服務費，以及有關服務費的計算詳情如下：-

合約第一年的全年服務費 (以港幣計算) (甲)	合約第二年的全年服務費 (以港幣計算) (乙)
服務費： _____	服務費： _____
兩年合約期總服務費 (即 (甲) + (乙)) =	
合約第一年的服務費的計算詳情如下：	合約第二年的服務費的計算詳情如下：

2. 選擇支付合約保證金的方式

我們選擇以下述方式支付合約保證金：-

\***(i)** 以現金支付，或

\***(ii)** 以招標條款第13.2條所指定的表格提供銀行擔保

如投標者沒有提供支付合約保證金的方式，投標者將被視為選擇向政府提供現金保證金。

\* 請刪除不適用者。

**如投標者為有限公司或法定機構：**

獲授權代表投標者簽署投標文件人士的簽署：

獲授權代表投標者簽署投標文件人士的姓名及職銜/職位：

投標者的英文名稱（正楷）：

投標者的中文名稱（正楷）：

投標者的商業實體類別：

有限公司/法定機構

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

**如投標者為根據《社團條例》註冊或獲豁免註冊社團的多名幹事：**

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

其中一位社團幹事的簽署：

幹事的姓名及職銜/職位：

社團的英文名稱（正楷）：

社團的中文名稱（正楷）：

電話號碼： \_\_\_\_\_ 傳真號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

[註：如有多名幹事，請使用以上的執行條款填寫資料，至少須有兩名社團幹事簽署。]

**Appendix E – Banker’s Guarantee**

THIS GUARANTEE is made the ... day of ..... 20 ...  
BY .....  
of ....., a licensed bank within the meaning of the Banking Ordinance Cap. 155 (“Guarantor”)

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“Government”)

WHEREAS

(A) By a contract (“Contract”) dated the [ ] day [ ] made between [ ] of [ ] (“Service Provider”) of the one part and the Government of the other part (designated as Labour Department Contract No. [ ] of [ ]), the Service Provider agreed and undertook to provide the Services at [ ] on and subject to the terms and conditions of the Contract.

Now the Guarantor HEREBY AGREES with the Government as follows:-

- (1) Where applicable, words and expressions used in this Guarantee (including the recitals) shall have the meaning assigned to them in the Contract.
- (2) In consideration of the Government entering into the Contract with the Service Provider:
  - (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Service Provider 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 Service Provider to or in favour of the Government under or in connection with the Service Provider together with all costs, charges and expenses on a full indemnity basis which may be sustained or incurred by the Government by reason or in consequence of any default on the part of the Service Provider in performing or observing any of his, her and their obligations under the Contract.
  - (b) The Guarantor, as a primary obligor and not as a surety, and as a separate and independent obligation and liability form its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government from and 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 Service Provider to perform or observe fully or punctually any of his, her and their obligations, terms, conditions, stipulations or provisions of the Contract.

- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Service Provider or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of [     ].
- (d) The Guarantor acknowledges that the Government shall not be required to prove or to show ground or reasons for its demand under sub-clause (a), (b) or (c) above.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as “the Service Provider” or where the Service Provider is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Service Provider or by any alteration in the obligations imposed upon the Service Provider by the Contract or by any waiver or forbearance granted by the Government to the Service Provider 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 affected or discharged in any way by, and the Guarantor hereby waives notice of or assent 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) or any concession or waiver by the Government, in whole or any part, in respect of the Service Provider’s obligations under the Contract;
- (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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider or his assets, or any change in the constitution of the Service Provider;
- (f) any assignment, novation or subcontracting by the Service Provider of any or all of his obligations set out in the Contract; and
- (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 an express release of its obligations by the Government.

(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 Service Provider, and for the avoidance of doubt, the Guarantor hereby authorizes the Government and the Service Provider to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Service Provider under the Contract and shall remain in full force and effect and irrevocable until

- (a) the date falling six (6) months after the expiry or early termination of the Contract, or
- (b) in the case if at the time of expiry or early termination of the Contract all or any of the Service Provider'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 Service Provider of the Contract or otherwise accrued to the Government prior to the expiry or termination of the Contract, the date falling twenty-four (24) months after the early termination or expiry of the Contract.

(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 Service Provider, 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 Employment in One-stop of the Labour Department, Unit 401, 4/F, Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai, N.T., marked for the attention of Labour Officer(Employment in One-stop)(Tin Shui Wai), facsimile number 3692 5761;

(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 (as evidenced by confirmed transmission report); and (c) if dispatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor’s liability under this Guarantee shall not exceed HK\$[ ] (Hong Kong Dollars [ ]).

IN WITNESS whereof the Guarantor ..... has caused this Common Seal to be hereunto affixed the day and year first above written.

\* The [Common Seal/Seal] of the said )  
Guarantor was hereunto affixed and signed )  
by ..... duly authorized by )  
its board directors: )

@ 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 )  
presence of ..... )

\* Please delete as appropriate.

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

## Appendix F – Reply Form for Tender Briefing

(Please reply by Fax: 3692 5761, on or before noon, 25 August 2014)

To: Ms Charlotte CHEUNG, LO(EOS)(TSW)/LD

From (name of Tenderer): \_\_\_\_\_

Fax no.: \_\_\_\_\_

### Tender Ref.: LDPT 01/2014

#### Invitation to Tender for the Provision of Case Management and Employment Support Services for the Employment in One-stop

I would like to inform you that we would have the following numbers of staff to attend:

<u>Session</u>	<u>Number of Person(s) to Attend</u>
Briefing session to be held at Employment in One-stop, Labour Department, Unit 401, 4/F, Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai, N.T., Hong Kong  On 26 August 2014 at 4:00 p.m.	(maximum 2 per Tenderer due to venue limitation)

Name: \_\_\_\_\_

Post: \_\_\_\_\_

Contact Tel. No.: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Tenderers are strongly advised to attend the above briefing session to acquaint themselves with the Tender requirements. Failure to do so may place themselves in a disadvantageous position.

## **PART 3 - CONDITIONS OF CONTRACT**

### **1. Contract Period**

- 1.1 The Contract Period shall be twenty-four (24) months from the Commencement Date unless the service is earlier terminated pursuant to the provisions of this Contract.
- 1.2 The Government Representative may by serving on the Service Provider not less than thirty (30) days advance notice in writing extend the Contract for a period or periods of up to an aggregate of twelve (12) months on the same terms and conditions contained herein except this proviso for extension. For the avoidance of doubt, if the Contract is extended, the Service Fee for the extended period or periods shall be calculated in accordance to the Second Contract Year Service Fee and be paid on a quarterly basis.

### **2. Service Provider's obligations**

- 2.1 The Service Provider shall provide the Services at the Centre in accordance with the Service Specifications, the Technical Schedule and the Contract.
- 2.2 Without prejudice to the generality of Clause 2.1, the Service Provider shall:
- (a) comply with all manuals, guidelines and instructions in relation to the Services issued by the Government Representative from time to time;
  - (b) maintain case files and proper records of all Services provided by the Service Provider for each and every Participant and such case files and records shall be made available for inspection by the Government Representative at all times;
  - (c) provide statistics and reports on the Services in such formats and at such intervals as may be required by the Government Representative;
  - (d) deploy such minimum number of Service Provider Staff with the qualifications and experience set out in paragraph 21 of the Service Specifications to provide the Services and, to the extent, not lower than the minimums specified in paragraph 21 of the Service Specifications; and
  - (e) attend all meetings convened by the Government Representative, advise and assist the Government on all matters, and provide such information relating to the provision of the Services as the Government Representative may require.

### **3. Undertaking in relation to Protected Information**

- 3.1 The Service Provider agrees and undertakes that all Protected Information:-
- (i) shall be kept confidential and shall not be disclosed to any person or persons except in the circumstances where such disclosure is necessary for the due and



proper performance of this Contract or where prior written consent of the Government Representative has been obtained for such disclosure; and

- (ii) shall not be used or allowed to be used for any purpose other than that of carrying out the provisions of this Contract.
- 3.2 The Service Provider shall and shall ensure that the Service Provider Staff shall take all precautionary measures to preserve the integrity of all Protected Information and to prevent any corruption, unauthorised disclosure or loss of the same.
- 3.3 Before the commencement of the Services under this Contract or before assumption of duties by any replacement of the Service Provider Staff, the Service Provider shall ensure that all Service Provider Staff and all replacement of the Service Provider Staff are aware of the provisions of this Clause by having each one of them sign a legally binding undertaking in favour of the Service Provider and the Government jointly in a form and substance to be determined by the Government agreeing to the restrictions attached to the Protected Information and certified true copies of all such undertakings shall be provided to the Government. The Service Provider further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to cooperate with the Government in their enforcement.
- 3.4 Any unauthorised disclosure or misuse of any Protected Information by any of the Service Provider Staff shall be deemed to be the default of the Service Provider.
- 3.5 The Service Provider shall immediately notify the Government Representative of any misuse or possible leakage of the Protected Information and give the Government all reasonable assistance in connection with any investigations or proceedings which the Government may carry out or institute against any person pursuant to any provisions in this Clause.
- 3.6 The Service Provider and the Service Provider Staff shall not make copy or remove any Protected Information from the Centre in whatever form or by whichever media, regardless whether such media is owned by the Government or not, without the prior consent of the Government Representative.
- 3.7 The obligations on the part of the Service Provider under this Clause shall continue in full force and effect notwithstanding any termination or the expiry of this Contract.
- 3.8 The Service Provider agrees and undertakes to fully indemnify the Government in respect of all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with any claims in respect of the Protected Information which claims would not have arisen but for some act, omission, neglect or default on the part of the Service Provider or any of the Service Provider Staff.

#### **4. Warranties and Undertakings**

The Service Provider warrants and undertakes to the Government Representative that

- (a) the Service Provider Staff shall have the necessary skill, experience and

expertise to provide the Services on the terms and conditions as set out in the Contract;

- (b) the Service Provider shall carry out the Services with all due and reasonable diligence and in a proper, skilful and workmanlike manner;
- (c) the Service Provider shall comply with all applicable laws in performing the Services including without limitation the Personal Data (Privacy) Ordinance (Cap. 486);
- (d) the provision of the Services by the Service Provider does not and will not infringe any intellectual property right of any third party; and
- (e) all Service Provider Staff engaged by it in carrying out the Services shall not gain or attempt to gain access to any other parts of the Centre except as may be specifically authorised by the Government Representative from time to time.

## **5. Replacement of Service Provider Staff**

- 5.1 The Government shall be entitled to require by seven (7) days' written notice, the Service Provider to replace any Service Provider Staff whom the Government, in its reasonable opinion, finds unsuitable, on grounds including dishonesty, sub-standard performance, mental or physical incapacity, unbecoming behaviour, suspected commission of crime or other misconduct.
- 5.2 Upon receipt of the notice from the Government, the Service Provider shall as soon as practicable provide a replacement for such Service Provider Staff.
- 5.3 The Service Provider shall ensure that each replacement Service Provider Staff shall satisfy the qualification and experience requirements specified in the Service Specifications.
- 5.4 The Government shall in no circumstances be liable either to the Service Provider or the Service Provider Staff in respect of any liability, loss or damage occasioned by such removal and the Service Provider shall fully indemnify the Government against any aforesaid claim made by their employees.

## **6. Payment for Services**

- 6.1 In consideration of the due and proper performance by the Service Provider of the Contract to the satisfaction of the Government and in accordance with the terms and conditions of the Contract, and subject always to any deductions the Government may be entitled to under the provisions of this Contract, the Government will pay the Service Provider the Service Fee on a quarterly basis in the following manner:-

- (a) During the First Contract Year

Contract Period	First Contract Year Service Fee
First Quarter (month 1 to month 3 of the Contract Period)	One-fourth (1/4) of 90% of the First Contract Year Service Fee as set out in the Price Schedule to the Contract.
Second Quarter (month 4 to month 6 of the Contract Period)	
Third Quarter (month 7 to month 9 of the Contract Period)	
Fourth Quarter (month 10 to month 12 of the Contract Period)	

## (b) During the Second Contract year

Contract Period	Second Contract Year Service Fee
Fifth Quarter (month 13 to month 15 of the Contract Period)	One-fourth (1/4) of 90% of the Second Contract Year Service Fee as set out in the Price Schedule to the Contract
Sixth Quarter (month 16 to month 18 of the Contract Period)	
Seventh Quarter (month 19 to month 21 of the Contract Period)	
Eighth Quarter (month 22 to month 24 of the Contract Period)	

## (b) Payment time

- (i) The Service Provider will be paid for Services to be provided in the first quarter of the Contract Period within thirty (30) days after the Commencement Date.

- (ii) Payment of Service Fee for subsequent quarters of the Contract Period will be made within thirty (30) days upon receipt by the Government Representative of a quarterly performance report from the Service Provider in a format specified by the Government Representative showing that the Service Provider has provided the Services in accordance with the Service Specifications and the Contract in the immediately preceding quarter.
- (iii) The remaining 10% of the First Contract Year Service Fee and 10% of the Second Contract Year Service Fee will be paid within thirty (30) days upon completion of the Contract Period and after submission of the overall evaluation report by the Service Provider as stipulated in paragraph 27 of the Service Specifications to the satisfaction of the Government.
- (d) Where the first date of a quarter does not fall on the first date of a month or the last date of a quarter does not fall on the last date of a month, such that that quarter is made up less than three (3) calendar months (“Incomplete Quarter”), the Service Fee payable for the Incomplete Quarter shall be calculated on a pro rata basis based on the following formula:

an amount equivalent to one-fourth (1/4) of 90% Service Fee of the Contract Year	X	$\frac{\text{Total number of days during which the Services have been provided in the Incomplete Quarter}}{\text{Total number of days in the three calendar months of the corresponding quarter}}$
---	---	--

- 6.2 Should the Service Provider be able to meet the progressive performance standards as determined and calculated in accordance with this Clause, the Service Provider will be paid an Incentive Fee as follows:-

Progressive Performance Standards	Incentive Fee
(a) Assisted not less than 40% of the total Participants served during the Contract Period or the percentage committed by the Service Provider in Appendix B to the Terms of Tender, whichever is higher, to take up Full-time Employment/returning to Full-time Schooling for not less than one month.	The Service Provider will be paid a sum equivalent to 5% of the Total Service Fee as set out in the Price Schedule to the Contract.
(b) Assisted not less than 30% of the total Participants served during the Contract Period or the percentage committed by the Service Provider as stipulated in Appendix B to the Terms of Tender, whichever is higher, to take up Full-time Employment/returning to Full-time Schooling for not less than three	<p>(i) The Service Provider will be paid a sum equivalent to 5% of the Total Service Fee as set out in the Price Schedule to the Contract if the Service Provider meets the progressive performance standard at Clause 6.2(b).</p> <p>(ii) The Service Provider will be</p>

months.	paid a sum equivalent to 10% of the Total Service Fee as set out in the Price Schedule to the Contract if the Service Provider meets both progressive performance standards at Clauses 6.2(a) and 6.2(b).
---------	---

- (c) For the purpose of calculating the Incentive Fee in Clauses 6.2(a) and 6.2(b) above, the total Participants served during the Contract Period shall mean the Participants who have used the Services at the Centre during the Contract Period
- (d) Should the outcome of the calculation (i.e. the percentage of Participants taking up Full-time Employment or returning to Full-time Schooling) in Clauses 6.2(a) and 6.2(b) above not be an integer, the next round-up integer figure will be adopted.
- (e) The Service Provider is required to submit its claim for Incentive Fee to the Government Representative together with documentary proof to the satisfaction of the Government Representative within one (1) month after the receipt of relevant information from the Government Representative at the end of the Contract Period. The decision of the Government shall be final. The Incentive Fee shall only become due and payable within thirty (30) days after the Government Representative has issued a letter of satisfaction.
- 6.3 Apart from the Service Fee and Incentive Fee, under no circumstances whatsoever will the Government be liable to pay to the Service Provider or any other person any other amount. The Government will not reimburse or compensate the Service Provider for all or any costs, expenses, losses and liabilities which may be incurred or suffered by the Service Provider in undertaking the Services.

## 7. Set Off

Where the Service Provider 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 at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Service Provider under this Contract.

## 8. Assignment

The Service Provider shall not, without the written consent of the Government Representative, assign, transfer, sub-contract or otherwise deal with any of its rights or obligations under the Contract, or any part share or interest therein, and the performance of the Contract by the Service Provider shall be deemed to be personal to it. Notwithstanding any written consent, the Service Provider shall be responsible for all acts, omissions, and defaults of its sub-contractors or permitted assignees or

transferees, and their employees or agents as if they were its own acts, omissions or defaults.

## **9. Relationship of the Parties**

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

## **10. Indemnities**

Notwithstanding anything herein to the contrary, the Service Provider must fully indemnify the Government from and against:

- (a) all and any claims, actions, investigations, demands, proceedings, judgements brought or instituted against the Government (whether or not successful, compromised or settled); and
- (b) all liabilities (including liabilities to pay damages or compensation), damages, costs, losses, charges and expenses which the Government may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in any claim or any action or proceeding instituted by or against the Government):
  - (i) directly or indirectly arising out of or as a result of any breach of any provision of the Contract, as the case may be, by the Service Provider;
  - (ii) directly or indirectly arising out of or as a result of any negligence, recklessness, or wilful act or omission of the Service Provider (regardless of whether or not such act or omission is in pursuant to perform the Services or the Contract) or of any of its employees, agents, consultants, or sub-contractors in the performance of the Contract;
  - (iii) directly or indirectly arising out of or as a result of any non-compliance or non-conformity with or breach of any law or any condition contained in any licence or approval by the Service Provider, its employees, agents, consultants or sub-contractors in the performance of the Contract;
  - (v) any allegation or claim that the provision of the Services by the Service

Provider or any of the deliverables infringes any intellectual property right of any person, or the enjoyment or use of such Services or deliverables by the Government or a user or visitor of the Centre infringes any intellectual property right of any person; or

- (vi) the disclosure (whether or not intended) by the Service Provider or any Service Provider Staff of Protected Information due to any act, omission, negligence or default on the part of the Service Provider or any Service Provider Staff.

(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.)

## **11. Policy of Insurance and Compensation**

11.1. The Service Provider shall effect and keep in force throughout the Contract Period the following insurance policies, and such other insurance policies as the Government Representative may reasonably require, with a reputable insurance company authorised under the Insurance Companies Ordinance (Cap. 41):

- (a) Public Liability Insurance – Minimum indemnity amount of HK\$10,000,000 per incident/accident and for unlimited number of claims arising during the Contract Period
- (b) Personal Accident Insurance – For not less than 630 Participants in the Contract Period against death or injury sustained when participating in activities organised by the Service Provider on the following terms -
  - (i) Death:  
minimum compensation amount of HK\$600,000 per Participant
  - (ii) Permanent disablement:  
minimum compensation amount of HK\$1,000,000 per Participant
  - (iii) Medical expenses:  
minimum compensation amount of HK\$8,000 per ParticipantUp to an aggregate limit of HK\$50,000,000 for any one accident

11.2. The Public Liability Insurance Policy referred to in Clause 11.1(a) must be for the benefit and in the joint names of the Government, the Service Provider and the Participants indemnifying the Service Provider, the Government and the Participants against legal liabilities for injury to or death of persons or loss of or damage to 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 Service

Provider, or the Government, or their respective employees, agents and sub-contractors, or the Participants. The policy of insurance shall provide that the insurer will waive all claims of subrogation which it may otherwise have against the Government as a co-insured.

- 11.3 Under no circumstances whatsoever shall the Government or the Participants be responsible for the premium payable under the insurance policies referred to in Clause 11.1 above or any other insurance policies which the Service Provider shall be required to effect.
- 11.4 The Service Provider shall submit to the Government Representative within fourteen (14) days after the above policies are effected or renewed two (2) copies of the policies of insurance together with the receipt for payment of the premium.
- 11.5 The Service Provider is responsible for lodging all claims with the insurance company.
- 11.6 In the event of any of the Participants or Service Provider's employees or agents or sub-contractors suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Service Provider shall within twenty four (24) hours give notice in writing of such injury or death to the Government Representative.

## **12. Corrupt Gifts**

If the Service Provider or any employee or agent or sub-contractor of the Service Provider shall be convicted of an offence under the Prevention of Bribery Ordinance (Chapter 201) 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, without entitling the Service Provider to any compensation therefor.

## **13. Illegal Workers**

The Service Provider shall not employ illegal workers in the execution of this Contract. Should the Service Provider be found to have employed illegal workers in breach of this undertaking, the Government Representative may by notice in writing terminate this Contract and the Service Provider is not entitled to claim any compensation in this Contract.

## **14. Publicity**

The Service Provider shall submit to the Government Representative all advertising or other publicity materials relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's or the Department's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Service Provider shall not



publish or use any advertising or other publicity materials without the prior written consent of the Government Representative.

## **15. Government Property**

When Government property is issued to the Service Provider under the Contract, the Service Provider 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 Service Provider or his servants, workmen or agents, the Service Provider 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 materials in the possession of the Service Provider shall be made at any time by the Government Representative and the Service Provider shall render such assistance as is necessary for this purpose.

## **16. Termination of Contract and Consequences**

16.1 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 (e) below occurs-

- (a) the Service Provider (i) persistently or flagrantly fails to carry out the whole or any part of the Services in accordance with any of the terms and conditions of the Contract; or (ii) (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of the Government Representative within seven (7) days (or such longer period as the Government Representative may, in his sole discretion, allow) of receipt of a notice to remedy from the Government Representative; or (iii) is in breach of a fundamental term of the Contract; or
- (b) any warranties or undertakings, representations made or deemed to have been made by the Service Provider to the Government in the Contract or in its Tender is untrue or incomplete; or
- (c) the Service Provider becomes bankrupt or goes into liquidation or a petition has been filed for the bankruptcy or the winding up of the Service Provider otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government Representative in writing or the Service Provider has become insolvent or makes any composition or arrangement with creditors; or
- (d) the Service Provider abandons the Contract in part or in whole; or
- (e) the Service Provider assigns or transfers or sub-contracts or purports to assign or transfer or sub-contract all or any part of the Contract without the prior written consent of the Government Representative.

16.2 Notwithstanding anything herein to the contrary, the Government may at any time

during the Contract Period, at its option and without cause, terminate the Contract by giving the Service Provider no less than one (1) month's prior written notice of such termination.

16.3 In the event that the Contract is terminated pursuant to Clauses 12, 13, 16.1 or 16.2 of these Conditions or upon the expiry of the Contract Period ("Termination"):

- (a) in the case of termination pursuant to Clauses 12, 13 and 16.1, the Service Provider shall be liable for all costs and expenses actually incurred by the Government arising from or in connection with the termination of the Contract, including but not limited to any amount in excess of the overall cost of the Contract incurred by Government in awarding, assigning and/or engaging another Service Provider to complete the uncompleted Services. The Government Representative shall be entitled to, without prejudice to the generality of Clause 17, deduct such costs and expenses from the Contract Deposit;
- (b) the Service Provider shall forthwith deliver to the Government Representative all Protected Information stored in whatever form or media regardless whether such media is owned by the Government or not, and all Government property which has been issued to the Service Provider under the Contract in its possession or under its control;
- (c) the Service Provider shall pay the Government any balance of monies held in the custody of the Service Provider for the purpose of administering Temporary Financial Aid for the Participants;
- (d) where the Contract is terminated before the end of a quarterly period, the Service Provider shall repay the Government within one (1) month of the date of termination of the Contract any amount already paid to the Service Provider by the Government for Services that have not been provided by the Service Provider; and
- (e) the termination of the Contract under this Clause shall be, without prejudice to any antecedent rights or obligations of either parties.

## **17. Contract Deposit**

17.1 The Service Provider has before the Commencement Date deposited with the Government the Contract Deposit as security for the due and proper performance of the Services.

17.2 The Government shall (without prejudice to any other rights and remedies of the Government) have the right to deduct from the Contract Deposit and in the event that the Contract Deposit is paid by way of a banker's guarantee, to demand payment under the banker's guarantee, in or towards satisfaction or discharge of any liability or sum owing by the Service Provider to the Government under the Contract.

17.3 If any sum of money is paid to the Government from the Contract Deposit or under the

banker's guarantee (as the case may be), the Service Provider shall, within twenty-one (21) days of the date of such payment, deposit a further sum, reinstate the level or extent of the banker's guarantee, or procure the reissue of the banker's guarantee for the full amount before such deduction.

- 17.4 Within six (6) months after the expiry or early termination of the Contract, the Government will refund the Contract Deposit or the balance thereof (where appropriate), if paid in cash, to the Service Provider, without interest, and if paid in the form of a banker's guarantee, such banker's guarantee shall be discharged or released provided always that no Contract Deposit whether in cash or by way of banker's guarantee shall be refunded or released until and unless all the Service Provider's obligations under the Contract have been observed and complied with and any claim made by or liability owed to the Government, whether potential or otherwise, have been settled or resolved to the satisfaction 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 Service Provider and Service Provider Staff for or in connection with this Contract 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 to the extent the Deliverables which is available publicly or generally within the business of a kind similar to that to be provided by the Service Provider under this Contract or which is or was specifically produced or created solely and exclusively in relation to services, other than services provided or to be provided to the Government under this Contract, and which is incorporated or used in the Deliverables or otherwise used by the Service Provider in the performance of this Contract ("Licensed Property").
- 18.4 The Service Provider shall grant, or procure to 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 user/visitor of the Centre), 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 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 Service

Provider and the Service Provider Staff).

- 18.6 The Service Provider hereby undertakes to procure, obtain (and produce for inspection by the Government within fourteen (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 Service Provider 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.
- 18.8 For the purpose of this clause, the Intellectual Property Rights shall mean patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of any nature and however 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.

## **19. Further Assurance**

- 19.1 The Service Provider shall at its own costs and expenses do and execute any further things and document(s) (or procure that the same be done or executed) as may be required by the Government to give full effect to all and any provisions of the Contract, and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.
- 19.2 Without prejudice to the generality of Clause 19.1, 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, the Service Provider 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.

## **20. Consent to Disclosure**

The Government shall have the right to disclose without any further reference to the Service Provider, whenever he considers appropriate or upon request by any third party (written or otherwise) information on the awarded Contract, the name and address of the Service Provider, description of the Services and the Contract amount.

**21. Entire Contract and Amendment**

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

**22. Waiver**

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

**23. Severability**

In the event that any provision of the Contract or any part of any such provisions is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law of Hong Kong, such provision or such part of such provision, as the case may be, to but only to the extent required by such law, shall be severed from the Contract and rendered ineffective so far as possible without in any manner affecting the legality, validity or enforceability of the remaining provisions of the Contract, all of which shall continue in full force and effect.

**24. Notices**

- 24.1 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 Service Provider: at the address and fax number as specified in the Offer to be Bound.

To the Government: Employment in One-stop  
Labour Department  
Unit 401, 4/F, Tin Ching Community and  
Amenity Building, Tin Ching Estate,  
Tin Shui Wai, N.T., Hong Kong

Attention: Labour Officer (Employment in One-stop) (Tin Shui Wai)

Fax Number: 3692 5761

24.2 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).

## **25. Governing Law**

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

Schedule A – Technical Schedule

Schedule B – Price Schedule

**Contract Schedule A – Technical Schedule**

**(To contain the successful Tenderer's Technical Proposal  
subject to such modifications as may be agreed by the Government)**

**Contract Schedule B – Price Schedule**

**(To contain the successful Tenderer's Price Proposal  
subject to such modifications as may be agreed by the Government)**



## **PART 4 – SERVICE SPECIFICATIONS**

### **Purpose**

The Department invites, on the basis of the Service Specifications set out below, organisations with experience in providing employment assistance services to submit proposals to provide case management and employment support services to target Participants who are unemployed able-bodied Comprehensive Social Security Assistance (CSSA) recipients and non-CSSA job-seekers who are classified as Type II or Type III job-seekers, for twenty-four (24) months starting 9 January 2015 at the Centre. The aim is to assist and encourage the target Participants to secure and sustain in full-time paid employment and become self-reliant.

### **Background**

2. At present, the Department, Social Welfare Department and Employees Retraining Board are playing different roles in rendering public-sector employment support. With the aim of enhancing the employment support to the unemployed, the Chief Executive announced in 2009-2010 Policy Address that the Government would set up a pioneer one-stop employment and training centre (the Centre) in Tin Shui Wai to streamline, integrate and enhance the existing employment and training/retraining services of the Department, Social Welfare Department and the Employees Retraining Board. The Department would be responsible for setting up and taking charge of the Centre as well as the day-to-day operation of the Centre.

3. Housed at Unit 401 on 4/F of the Amenity and Community Centre in Tin Ching Estate in Tin Shui Wai and known as “Employment in One-stop”, the Centre commenced operation in late 2011 and started the provision of case management and employment support services since January 2012 as a two-year pioneer project to try out the new services and mode of operation. A comprehensive review has been undertaken in 2014 and the Centre will continue to operate under the same mode of operation. Case management and employment support services at the Centre is being provided by a non-government organisation under a one-year service contract to be expired on 8 January 2015.

### **Users of the Centre**

4. The Centre provides various employment assistance to general job-seekers as well as unemployed able-bodied CSSA recipients aged 15 to 59 referred to the Centre by the Social Welfare Department. According to the employment needs of the job-seekers as assessed with the help of a needs assessment tool developed by a local university for the Centre, job-seekers are classified into three types, namely Type I, Type II and Type III for the purpose of providing them with appropriate assistance. The characteristics of these three types of job-seekers are as follows:-

- (a) Type I job-seekers: These job-seekers are capable of helping themselves or require minimum level of support in finding jobs. They usually have high motivation for work and are equipped with the necessary skills and education. All they need would be job vacancy information, some form of career guidance and job hunting advice, and/or job matching/ referral services. To

facilitate these job-seekers in landing on a suitable job as soon as possible and staying in employment, training on relevant skills such as presentation, communication and interpersonal skills, basic employment and related legislation, etc. may be required.

- (b) Type II job-seekers: These job-seekers require medium level of employment support. They usually have high to medium motivation for work but low employability due to low education level, low skills and lack of the relevant work experience and confidence. They may be young school leavers without any working experience, middle-aged displaced unemployed or housewives who have left the labour market for some time. Some of them may have attitude and personality problems which prevent them from getting jobs easily. These job-seekers would require training on soft and job-related skills, psychological counselling, work trial opportunities and a short period of post-placement support.
- (c) Type III job-seekers: These job-seekers require high level of employment support. They usually have low motivation for work, with little educational attainment and low skills. Some of them have left the labour market for years. They have low self-esteem and usually have personal/family problems. These job-seekers would require an intensive employment programme in order to help them overcome their employment barriers. In addition to training, in-depth psychological counselling to understand their real issues and case monitoring to follow up their progress are also important. They may also need a longer work trial period with mentors to help them adapt to work. Other needs may include referral to relevant agencies for social services to solve their personal/family problems. A longer period of post-placement support is essential to help them retain their jobs.

### **Scope of Services to be provided by the Service Provider**

5. The Service Provider will be required to provide case management and employment support services to an estimated average of 630 Participants at any one time during the Contract Period. For indicative purpose, the distribution of the Participants by Type I, II and III categories is estimated to be around 5%, 60% and 35% respectively and there may be a 20% variance in the number of Participants within each category in actual allocation.

6. All Type I Participants are unemployed able-bodied CSSA recipients while Type II and Type III Participants comprise both CSSA recipients and non-CSSA recipients.

7. The Service Provider will be required to assign a case manager who should be a registered social worker, to each Participant referred by the Department and provide Services stipulated in this Service Specifications to the Participant for a period of normally twelve (12) months calculated from the date of enrolment of the Participant unless a longer (or shorter) service period is considered more appropriate. The Service Provider is required to take early steps to report to the Government Representative at the Centre cases which the Participants leave the service prior to the expiry of the 12-month period for whatever reasons, including successful employment and in no case later than one (1) week after the case comes to the knowledge of the Service Provider for approval of termination of service to the Participants concerned. For Participants who leave the service other than securing Full-time Employment/returning to Full-time Schooling, replacements may be arranged and the Service

Provider is required to provide Services stipulated in this Service Specifications to the replacement Participants.

8. The Service Provider will be required to submit a report on the Services provided to the Participant during the 12-month period together with an assessment on the work motivation and employability of the Participant within two (2) weeks immediately after the expiry of the 12-month period to the Government Representative at the Centre should the Participant remain unemployed. In the event that the Service Provider considers that an extended service period would help the Participant achieve gainful employment or other positive outcomes, the Service Provider may make a recommendation in the report providing the justifications for its recommendation, the recommended duration of the extended service period, the content of services to be provided to the Participant in the extended service period and the outcome to be achieved for consideration of the Government Representative on whether to extend the service period of the Participant. In cases where the Participant leaves the service prematurely on his/her own will or for other justifiable reasons, or the 12-month service period of the Participant has not yet completed when the Contract expires, the Service Provider will also be required to submit a report on the Services provided to the Participant during the service period within two (2) weeks after the termination of service to the Participant is approved by the Government Representative. Apart from the aforementioned reports, the Service Provider should also provide interim report on individual Participants under their management as and when required by the Government Representative from time to time in a format and within the timeframe specified by the Government Representative.

9. The Service Provider will be required to provide services stipulated in paragraphs 10 to 15 below to the Participants during the 12-month period.

### **Enrolment of Participants**

10. The Service Provider is required to:
- (a) schedule and conduct an enrolment interview of not less than ninety (90) minutes in duration with each and every Participant within five (5) working days counting from the date of referral of the Participant by the Department, or before the date specified by the Government Representative of the Centre;
  - (b) explain to each and every Participant the results of the needs assessment conducted on him/her;
  - (c) gather and record down personal details such as educational attainment, skills and work experience and other relevant information of the Participant so as to better understand his/her employment needs and input the relevant data into the information system to be specified by the Department;
  - (d) explain to each and every Participant the case management and employment support services to be provided by the Service Provider;
  - (e) explain to Participants who are unemployed able-bodied CSSA recipients the requirements under the Support for Self-reliance Scheme operated by the Social Welfare Department, including the work requirements, the consequence of non-compliance with the requirements, the provision of disregarded earnings under the CSSA Scheme and remind them to report to the Social Welfare Department any change in circumstances;

- (f) explain to Participants who are unemployed able-bodied CSSA recipients the details of the Job Seeker's Undertaking and witness them to sign the Undertaking;
- (g) schedule the next interview with the Participant within one (1) month of the enrolment interview;
- (h) remind Participants who are unemployed able-bodied CSSA recipients of their obligations to attend the scheduled interviews and the consequence of non-compliance; and
- (i) provide other relevant employment assistance services as specified from time to time by the Government Representative.

***Services for Type I Participants who are unemployed able-bodied CSSA recipients***

11. For Type I Participants who are unemployed able-bodied CSSA recipients, the Service Provider will be further required to:

- (a) advise and help the Participants set up action plans to actively search for full-time paid employment and provide them with up-to-date information on labour market;
- (b) conduct regular interviews of not less than thirty (30) minutes per session for each Participant to review the Participant's efforts in job search and to adjust the action plans where appropriate. Two (2) interviews per month should be conducted for Participants aged below 50. For Participants aged 50 or above, one(1) interview per month should be conducted;
- (c) provide Participants with personalised career advice and job matching services with reference to their capability, experience and preference etc;
- (d) provide relevant training information such as courses under the Vocational Training Council, Construction Industry Council Training Authority, Employees Retraining Board and enrol them to Employees Retraining Board courses as appropriate;
- (e) arrange job attachments or work trials for Participants as appropriate to assist the Participants to acquire working experience in real work environment or relevant job skills to enhance their employability, and liaise with the Participant and employer concerned to provide follow-up actions during the job attachment or work trial period;
- (f) provide post-employment support for at least three (3) months to help the Participant who has been successfully placed into job, settle and stay in employment;
- (g) provide the Participant with information on resources and services available in the community and refer the Participants to receive appropriate welfare and support services;
- (h) provide other relevant employment assistance services as specified from time to time by the Government Representative;
- (i) notify the Government Representative at the Centre in good timing of the failure of the Participants to actively look for work or attend interviews with the Service Provider; and

- (j) provide or arrange for training or relevant activities for at least twenty (20) hours on relevant skills for each Participant to facilitate the Participants in landing on a suitable job as soon as possible and to stay in employment. At least ten (10) hours of such training or activities should be provided or arranged within six (6) months counting from the date of enrolment interview. Topics may include resume writing, interview techniques, presentation skills, communication and interpersonal skills, basic employment and related legislation, and team building.

***Services for Type II Participants comprising unemployed able-bodied CSSA recipients and non-CSSA recipients***

12. For Type II Participants, the Service Provider will be required to:

- (a) provide Type II Participants with the services as stated in paragraph 11(a) to (i);
- (b) perform in-depth assessment and evaluation of the Participants' employability so as to determine the types of services and assistance to cater for the Participants' specific needs;
- (c) provide in-depth career and personal or group counselling; and
- (d) provide or arrange for training or relevant activities for at least twenty (20) hours on soft-skills for each Participant to enhance the Participants' employability. At least ten (10) hours of such training or activities should be provided or arranged within six (6) months counting from the date of enrolment interview. Topics may include interview techniques, communication and interpersonal skills, self-esteem enhancement, work attitude and discipline, and team building.

***Services for Type III Participants comprising unemployed able-bodied CSSA recipients and non-CSSA recipients***

13. For Type III Participants, the Service Provider will be required to devise a comprehensive programme to help these Participants overcome work barriers, re-enter employment market, acquire the skills they need to secure long-term and sustainable employment and pave the way for self-reliance. The programme should incorporate, but not limited to, the following range of services and the Service Provider is required to present detailed service plan in its Tender:

- (a) comprehensive assessment on individual Participants' need and motivation;
- (b) formulation of individual "development" plan for each Participant setting out realistic short-term, intermediate and long-term goals to improve work motivation and employability, and regular interviews with the Participant to review the progress of attainment of these goals and adjust the plan where appropriate;
- (c) individual/group career counselling/support/self-help groups for the Participants where appropriate, to enhance their motivation in returning to work and becoming self-reliant;
- (d) job search assistance in setting up action plans to actively seek jobs and advice on difficulties which the Participants have encountered in job hunting or work, and conduct regular interviews of not less than thirty (30) minutes per session for

each Participant to review the Participant's efforts in job search and to adjust the action plans where appropriate. Two (2) interviews per month should be conducted for Participants aged below 50. For Participants aged 50 or above, one (1) interview per month should be conducted;

- (e) job attachments or work trials for Participants as appropriate to assist the Participants to acquire working experience in real work environment or relevant job skills to enhance their employability;
- (f) post-employment support services for at least six (6) months after the Participants have secured employment, to help the Participants sustain in employment;
- (g) training and relevant activities to improve the Participants' work motivation and employability for at least twenty (20) hours for each Participant. At least ten (10) hours of such training or activities should be provided within six (6) months counting from the date of enrolment interview. Topics may include interview techniques, communication and interpersonal skills, work attitude and discipline, problem solving skills, self-esteem enhancement, resilience building and mood management; and
- (h) refer the Participants to receive psychiatric/psychological intervention for the individual as well as the family if necessary.

#### **Participation in special employment programmes operated by the Department**

14. If the Participants have been arranged to join the special employment programmes operated by the Department, such as the Work Trial Scheme, the Employment Programme for the Middle-aged or any other programmes in operation during the Contract Period, the Service Provider is required to assist in the collection of employment information from the Participants and their employers and presentation of such information to the Department in specified format to facilitate the Department's administration of the programme requirements in respect of these Participants and their employers.

#### **Additional services to Participants who are CSSA recipients**

15. For the Participants, irrespective of whether they are Type I, II and III, are CSSA recipients, the Service Provider will also be required to:

- (a) provide case monitoring on these Participants to ensure that they comply with the job search requirements under the CSSA Scheme;
- (b) liaise with the Social Welfare Department to ensure that any non-compliance of job search requirement under the CSSA Scheme or failure to attend interviews with the Service Provider are reported to the Social Welfare Department in good timing;
- (c) administer the Temporary Financial Aid in the form of grants to help the Participants meet employment-related expenses such as transport fees for job interviews and other expenses associated with job search, job placement and training as further elaborated in paragraph 16 below; and
- (d) remind the Participants to comply with the additional requirements prescribed by the Social Welfare Department as and when required.

**Temporary Financial Aid (TFA)**

16. The Service Provider will be allocated a sum to be determined by the Department for provision of TFA to help Participants who are unemployed able-bodied CSSA recipients meet employment-related expenses in the form of grant. A needy Participant may apply for TFA up to a maximum of HK\$500. The Service Provider will be required to administer TFA in accordance with the provisions of the guidelines for administering TFA which will be distributed to the Service Provider. The Service Provider will be required to refund to the Government any unused amount of TFA upon the Government Representative's advice.

17. The Service Provider shall open and maintain an interest-bearing account with a bank licensed in Hong Kong separate from the Service Provider's own expense account and the account for receiving the Service Fee, for the monies received from the Department for administering the TFA exclusively. The Service Provider is required to keep proper records and accounts of all grants given out and all supporting documents and make them available for inspection by the Government at such reasonable times as may be required by the Government Representative.

***Staffing to be provided by the Service Provider***

18. Service Provider Staff providing the Services set out in this Service Specifications and the Contract are required to work in a location in the Centre specified by the Government Representative. The Service Provider shall provide three types of full-time staff, namely Supervisor, Case Manager and Clerical Staff in sufficient number to meet the service requirements of this Service Specifications but in no case less than the number stipulated in paragraph 21 below. A "full-time staff" shall mean a staff employed to work a minimum of forty-four (44) hours per week. Any non-compliance, save for temporary non-compliance due to vacancy of any Service Provider Staff position for no more than fourteen (14) days as a result of the removal or change or departure of the original Service Provider Staff or otherwise non-compliance with the prior written consent of the Government Representative, may lead to termination of the Contract.

19. The respective responsibilities of the Service Provider Staff are:-

- (a) The Supervisor shall be accountable to the Government Representative at the Centre for the proper delivery of the Services. He/She is also responsible for, but not limited to, supervising the Service Provider Staff working in the Centre and monitoring their performance, handling all staff matters relating to the Service Provider Staff, dealing with complaints against the Service Provider Staff and the Services of the Service Provider. The Supervisor should appoint one case manager to deputise his/her role during his/her temporary absence.
- (b) The Case Manager is responsible for, but not limited to, providing case management and employment support services to the Participants as set out in the Service Specifications and the Contract.
- (c) The duties of the Clerical Staff include, but not limited to, providing all necessary clerical support to the Service Provider Staff working in the Centre and counter services to the Participants.

20. The qualifications and work experience of the Service Provider Staff shall not be less than those stipulated in paragraph 21 below. Within fourteen(14) days prior to the commencement of the Contract Period, the Service Provider shall provide the Government Representative with a list showing the names and the positions of the Service Provider Staff, and documentary evidence satisfactory to the Government Representative to show that they possess at least the qualifications and work experience specified in paragraph 21 below.

21. The minimum qualifications and work experience of the staff and their minimum number to be employed by the Service Provider to perform the Services in the Centre are stipulated in the table below:-

Type of Service Provider Staff	Minimum Qualification & Minimum Work Experience	Minimum Number of Full-time Staff to be employed
Supervisor	(a) Registered social worker with degree in social work recognised by the Social Workers Registration Board; (b) With at least five (5) years work experience in the field of counseling services, among which (i) at least two (2) years in posts with managerial/supervisory responsibilities; and (ii) at least three (3) years work experience in providing counseling services.	One (1)
Case Manager	(a) Registered social worker with degree/diploma in social work recognised by the Social Workers Registration Board; (b) With one (1) year work experience in providing counselling services; and (c) At least 50% of the case managers should possess a degree in social work recognised by Social Workers Registration Board.	At a ratio of one (1) case manager to seventy (70) enrolled Participants or a ratio pledged by the Service Provider, whichever is better and such ratio must be maintained throughout the Contract Period
Clerical Staff	Completion of Secondary 5	Two (2)

22. The Service Provider shall ensure that sufficient number of Service Provider Staff are deployed at all times during the opening hours of the Centre (Mondays to Fridays from 9:00 am to 5:30 pm and Saturdays from 9:00 am to 12:00 noon except public holidays) to provide Services for the Participants and to handle enquiries about its Services and at no time should the number of Service Provider Staff in attendance be less than three (3), among whom two(2) should be registered social workers. The same number of Service Provide Staff in



attendance should be maintained when the pre-No. 8 special announcement is issued during the opening hours of the Centre. If the pre-No. 8 special announcement, a black rainstorm signal or tropical cyclone warning signal No. 8 or above is issued before the opening hours of the Centre, Service Provider Staff are not required to report for duty if the announcement or signal remains in effect during the opening hours. When the black rainstorm signal is cancelled or the tropical cyclone warning signal No.8 is lowered two hours or more before the end of the opening hours, Service Provider Staff should report for duty as soon as practicable.

23. The Service Provider is required to inform the Government Representative by seven (7) days' written notice of any removal or change or departure of Service Provider Staff and the reason for the change. The Service Provider shall ensure that each replacement Service Provider Staff shall satisfy the qualification and experience requirements as stipulated in paragraph 21 above. Upon request of the Government Representative, the Service Provider shall provide documentary evidence satisfactory to the Government Representative to show that the replacement does meet the qualification and experience specified in paragraph 21 above.

### **Other Obligations of the Service Provider**

24. The Service Provider shall assist and participate in any review, promotional or other activities organised by the Government relating to the Services as may be required by the Government Representative.

25. The Service Provider shall observe the Personal Data (Privacy) Ordinance in the collection, handling and disclosure of personal data obtained in the course of providing the Services under the Contract. The Service Provider shall keep proper records of all Services provided to each and every Participant.

26. The Service Provider shall cooperate with the Government Representative in investigation of any complaints and assist in such investigations including without limitation providing the Government Representative with access to all persons involved. The Service Provider shall report to the Government Representative any complaints received against its service or the Service Provider Staff within the same day of the receipt of the complaint and report the follow-up and investigation results to the Government Representative. The Service Provider shall produce information and documents in relation to a complaint to the Government Representative within seven (7) days of request by the Government Representative or any time as specified by the Government Representative.

27. The Service Provider is required to submit an overall evaluation report within three (3) months upon completion of the Contract Period.

28. The Service Provider shall not charge any Participant any fee whatsoever for the provision of Services.

### **Monitoring mechanism**

29. The Service Provider is required to comply with the requirements as laid down in the Service Specifications and the Contract.

30. The Government Representative will perform onsite monitoring, auditing the

service records kept by the Service Provider and conduct user satisfaction survey to ensure that the Service Provider complies in full with the service requirements set out in the Service Specifications and the Contract.

31. The Service Provider is required to submit monthly & quarterly performance reports, monthly & quarterly statistical returns or interim reports/returns at such time as specified by the Government Representative in a prescribed format and time frame. This form may be revised to incorporate any changes as the Government Representative may from time to time stipulate pursuant to paragraph 32 below. The Service Provider is required to cooperate with the Government Representative and comply with the Government's requirements to ensure the effective delivery of the Services.

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

### **Books and Accounts**

33. The Service Provider is also required to submit to the Government Representative the annual audited financial statements relating to the administration of the TFA prepared by a Hong Kong Certified Public Accountant.