

The Government of the Hong Kong Special Administrative Region

**Provision of Service for
District-based Programmes for Racial Harmony (North, Sha Tin and Tai Po Districts)**

ALL BIDDERS ARE ADVISED TO READ THE QUOTATION 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.

Interpretation (Supplement)

In this invitation to quotation document, unless the context otherwise requires, the following expressions have the following meanings:

“HAD”	means the Home Affairs Department of the Government;
“Invitation to Quotation”	means this invitation to quotation for the provision of Services to the Government on the terms and conditions set out in the Quotation Document;
“Non-collusive Quotation Certificate”	means a document known as such and in the form attached to the Quotation Document for completion and submission by the Service Provider as part of its Quotation under Clause 19(b) of the Terms of Quotation (Supplement);
“Quotation”	means an offer to provide the Services as submitted by a Bidder in response to the Invitation to Quotation;
“Quotation Closing Time”	means the time on the date specified as the latest date and time before which Quotation must be deposited with the Government, and as such date and time may be extended in accordance with Clause 3 of Terms of Quotation (Supplement); and
“Quotation Document”	has the meaning given to it in Clause 1 of the Terms of Quotation (Supplement).
“working day”	means Monday to Friday, other than a public holiday or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any time during the normal business hours.

Terms of Quotation (Supplement)

1. Quotation Document

- (i) This Quotation Document identified as **HAD/SQ/25/23** consists of the following documents:-
 - (i) Quotation Form (HAD 231);
 - (ii) Quotation for Services – Standard Terms and Conditions (Reference No.: HAD-TERMS-2);
 - (iii) Interpretation (Supplement);
 - (iv) Terms of Quotation (Supplement);
 - (v) Special Conditions of Contract;
 - (vi) Service Specifications; and
 - (vii) Schedule;
 - (viii) Annex - Non-collusive Quotation Certificate; and
 - (ix) Quotation Label.
- (ii) Bidders are requested to note that the Terms of Quotation and General Conditions of Contract in HAD-TERMS-2 are applicable to this Quotation.

2. Quotation Preparation

- (a) The Quotation and all accompanying documents must be completed and submitted in the manner stipulated under “Lodging of Quotation” in the front page of the HAD 231. **A LATE QUOTATION WILL NOT BE CONSIDERED.**
- (b) Bidders shall complete “Part 4 - Offer to be Bound” of the HAD 231 and submit their Quotations in DUPLICATE having attached thereto all Quotation Document with the items in the Schedule fully priced, costed and totalled. **Failure to submit a duly signed “Offer To Be Bound” before the Quotation Closing Time will render the Quotations invalid.**
- (c) Financial proposal with estimated contract value exceeding the budget ceiling indicated will **not** be considered.
- (d) The Contract Schedules, General Conditions of Contract and Special Conditions of Contract issued with the quotation must not be altered by the Bidder.
- (e) Bidders should note that a marking scheme (as more particularly described in **Clause 5** of Terms of Quotation (Supplement)) will be used for the assessment of their Quotations. Completed Quotation Documents set out under (i) and (ii) below, shall be placed inside **two separate envelopes** marked as specified below, and then placed inside a sealed plain envelope, addressed, endorsed and deposited as specified in the “Lodging of Quotations”.
 - (i) The **Fee Proposal** at **Section (A) of Schedule** **together with a budget breakdown** (both in DUPLICATE) must be put in a sealed plain envelope clearly marked “Quotation Ref: HAD/SQ/25/23 – Quotation for Provision of Service for District-based Programmes for Racial Harmony (North, Sha Tin and Tai Po Districts – **Price Information**”, and

- (ii) The **Quotation Form HAD 231** and **Technical Proposal** at **Section (B) of Schedule** (both in **DUPLICATE**) must be put in another sealed plain envelope clearly marked – “Quotation Ref: HAD/SQ/25/23 – Quotation for Provision of Service for District-based Programmes for Racial Harmony (North, Sha Tin and Tai Po Districts – **Technical Information**”.

- (f) **Failure to comply with the requirements specified in Clauses 2(a) to 2(d) herein will render the quotation invalid and will not be considered. The Government reserves the right to disqualify any bidder who submits a quotation that directly or indirectly attempts to preclude or limit the effect of the above requirements.**

3. Quotation Closing Date and Time Extension in case of Tropical Cyclone Signal / Rainstorm

In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any duration between 0900 and 1430 hours on the Quotation Closing Date, the Quotation Closing Time will be extended to 1430 hours on the next working day.

4. Validity Period

Bidders' Quotations shall remain valid for **not less than 90 days** after the Quotation Closing Time. If before the expiry of the above validity period their Quotations are withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government service provider.

5. Basis of Acceptance

- (a) Quotations will be considered on an “**overall**” basis. A Quotation with partial or incomplete offer will not be considered.
- (b) Bidders should note that a marking scheme will be used for assessment of their Quotations. Before submitting their Quotations, Bidders are advised to note the marking scheme as set out at **Annex I. The Quotation obtaining the highest combined score will be considered for acceptance.**
- (c) The Government is not bound to accept the lowest or any Quotation and reserves the right to accept all or any part of any Quotation at any time within the quotation validity period. The Government is not bound to give reasons for the acceptance or non-acceptance of any Quotation.

6. Quotation Evaluation

Without prejudice to other rights and powers of the Government not to consider a Quotation under other applicable provisions in the Quotation Document, the evaluation of Quotation will be conducted as follows:

(i) Completeness Check

A completeness check will be conducted by checking whether a Quotation has been submitted in accordance with the procedural requirements stipulated in the Quotation Document. **If a Bidder fails to submit a duly signed Offer to be Bound and complete Section (A) of the Schedule before the Quotation Closing Time, its Quotation will not be considered further.**

(ii) Assessment of Compliance with Essential Requirements

A Quotation will be checked for its compliance with the essential requirements as detailed in the Quotation Document. **A Quotation which fails to meet any of the essential requirements will not be considered further.**

(iii) Price Assessment

- (a) The grand total amount for the provision of Services as quoted by a Bidder in Section (A) of the Schedule will be used in the price assessment.
- (b) For price comparison purposes, any prompt payment discount offered by a Bidder in Section (B) of the Schedule will not be taken into consideration in the price assessment.

7. Acceptance

The successful Bidder will receive a letter of acceptance or a copy of Departmental Order for Provision of Services (G.F. 220) as an indication of acceptance of its Quotation. The letter of acceptance or G.F. 220 shall constitute a binding Contract between the Government and the successful Bidder. Any Bidders who do not receive any notification within the validity period of their Quotations shall assume that their Quotations have not been accepted.

8. Addenda

The Government may issue addenda to the terms and conditions set out in the Quotation Document. Bidders may be asked to confirm compliance with the terms and conditions issued under any addenda.

9. Offers to be Binding

- (a) All parts of the Quotation submitted and offered by the Bidder will be binding on the Bidder after the Contract has been awarded. If there is any amendment / addition / deletion to any part of the Quotation before the award of Contract, the amendment / addition / deletion must be agreed upon in writing between the Government Representative and the Bidder. Such written agreement shall also form part of the Contract after the Contract has been awarded.
- (b) All correspondence exchanged between the Government Representative and a Bidder about the Quotation shall also form part of the Contract after the Contract has been awarded.

- (c) Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been sought from the Government Representative.

10. **Bidders' Enquiries**

- (a) Any enquiries from Bidders concerning this Quotation Document up to the date of lodging their Quotations with the Government shall be in writing and submitted to :-

Director of Home Affairs
Home Affairs Department
15/F., Southorn Centre,
130 Hennessy Road,
Wanchai, Hong Kong
(Attn.: Mr Nichole CHENG)

Fax No.: 2121 1716

- (b) After lodging a Quotation with the Government, Bidders shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their Quotations or the Quotation Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of Bidders thereto shall be in writing or formally documented in writing.

11. **Request for Information**

- (a) In the event that the Government determines that:
 - (i) clarification in relation to any Quotation is necessary; or
 - (ii) a document or a piece of information, other than the document or information set out in Sub-clause (b), is missing from any Quotation,

it may, but is not obliged to, request the Bidder concerned to make the necessary clarification, or submit the required document or information. Each Bidder shall thereafter within five working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. **A Quotation may not be considered further if complete information or document is not provided by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government.** As an alternative to seeking clarification or further information or document, the Government may not consider the Quotation further or may proceed to evaluate the Quotation on an “as is” basis.

- (b) The document and information not covered by Sub-clause (a)(ii) are:
 - (i) price information or quotes required in this Quotation Document;
 - (ii) a signed Offer to be Bound in HAD 231; and

- (iii) any other document or information in respect of which it is specified in the Quotation Document that a failure to provide to the Government in a Quotation at the time of submission of the Quotation or by the Quotation Closing Time will result in the Quotation not being considered.
- (c) Bidders should also note that the Government will not consider any clarification or information submitted by Bidders after the Quotation Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Bidder's Quotation in substance or give the Bidder an advantage over the other Bidders.

12. Documents of Unsuccessful Bidders

Documents of unsuccessful Bidders may be destroyed three months after the date of the Contract has been awarded.

13. Costs of Quotation

Bidders shall submit their Quotations at their own costs and expenses. The Government shall not be liable for any costs and/or expenses whatsoever incurred by Bidders in connection with the Quotation's submission, including without limitation, all costs relating to the preparation for or submission of their Quotations, the document(s), and any relevant communication or negotiation with the Government, whether incurred before or after the Quotation Closing Time.

14. Statement of Compliance

Bidders are requested to confirm that their Quotations submitted comply with the terms and conditions and the Service Specifications by completing Section (C) of the Schedule. If an offer does not comply with the requirements of the Service Specifications, Bidders should provide full details of their alternative offers, but the Government reserves the right to accept or reject any such offer.

15. Unreasonably Low Price

Without prejudice to the generality of the Special Conditions of Contract, the Government, may require a Bidder, who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such Bidder is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the offer without having the need to give any other reasons for the rejection.

16. Warranty against Collusion

- (a) The Bidder must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to in Sub-clause (b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Bidders who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Bidder shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in Annex titled as such) as part of its Quotation.
- (c) In the event that a Bidder is in breach of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (i) reject the Bidder's Quotation;
 - (ii) if the Government has accepted the Quotation, withdraw its acceptance of the Bidder's Quotation; and
 - (iii) if the Government has entered into the Contract with the Bidder, terminate the Contract under Clause 4 of the Special Conditions of Contract.
- (d) By submitting a Quotation, a Bidder is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above.
- (e) A breach by a Bidder of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under Sub-clauses (c) to (e) above are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.

17. Warning against Bribery

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

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

18. Government Discretion

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

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

The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Bidder in response to this Invitation to Quotation.

Special Conditions of Contract

1. Contract Period

This Invitation to Quotation will be concluded as a service Contract with effect from the date of acceptance of the offer to that of fulfilment of contractual obligation. The date of acceptance shall be the date of letter of acceptance or G.F. 220 referred to in Clause 7 of the Terms of Quotation (Supplement).

2. Payment Correspondence

- (a) The Service Fee will be paid by the Government to the Contractor in accordance with the following payment schedule and upon presentation of invoice by the Contractor:
 - (i) 50% of the estimated contract value within one month from the contract award date;
 - (ii) 30% of the estimated contract value within one month from the Government's approval of the interim financial report submitted by the Contractor in accordance with paragraphs 10(b) and 11 of the Service Specifications; and
 - (iii) the estimated contract value or the actual expenditure incurred by the Contractor under the Contract, whichever is the less, less the sum of instalment payments made by the Government, within one month from the Government's approval of the final evaluation report submitted by the Contractor in accordance with paragraph 12 of the Service Specifications.
- (b) Expenditure incurred before the award of the Contract will not be reimbursed. **If the amount of actual expenditure is less than the estimated contract value, the payment of Service Fee will be limited to the amount of actual expenditure.**
- (c) Without prejudice to the rights and powers of the Government under the Special Conditions of Contract, the payment schedule may be subject to adjustment at any time throughout the Contract Period by mutual agreement with the Contractor and the Government.
- (d) Unless the Government otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to the Race Relations Unit, Division III, Home Affairs Department, 15/F, Southorn Centre, 130 Hennessy Road, Wanchai, Hong Kong.
- (e) All payments of the Service Fee will be made by cheque in Hong Kong and in Hong Kong dollars.
- (f) For the avoidance of doubt, unless otherwise provided in the Contract, the Service Fee is inclusive of all fees, costs, charges and other out-of-pocket expenses incurred by the Contractor in the performance of the Contract. The Service Fee is also inclusive of any and all fees, cost and charges that may be incurred by the agents, experts and/or advisers of the Contractor and those of its permitted sub-contractors.

- (g) Payments made by the Government to the Contractor shall not preclude the Government from exercising its rights to request the Contractor to remedy any defect or breach which may be discovered subsequent to the payment.
- (h) The Government is entitled to withhold the payment of any part of the Service Fee in the event that –
 - (i) The Contractor has not submitted progress report(s) and/or financial report(s) to the Government as required under the Contract to the satisfaction of the Government;
 - (ii) Any Service is not performed to the satisfaction of the Government;
 - (iii) Part of the Service Fee is disputed by the Government on reasonable ground;
 - (iv) The Government has reasonable ground to believe that the Contractor is or will be liable to the Government under the indemnity clause for the loss or damage suffered by the Government; or
 - (v) The withholding is required by any applicable law.

3. Order for Variation

- (a) The Government Representative shall have absolute power to make any variation in the quantity of any work as well as the performance requirements detailed in the Schedule hereof and such variation shall not in any way vitiate or invalidate the Contract.
- (b) No variation shall be made by the Contractor without a prior consent in writing from the Government Representative.
- (c) The Government Representative will give the Contractor an advance notice of not less than five calendar days to prepare for the execution of such order for variation from the Government Representative.

4. Termination

- (a) This Contract will expire automatically, without notice being necessary, upon the fulfillment of all contractual obligations by the Contractor.
- (b) The Government Representative shall also be entitled to terminate the Contract forthwith but without prejudice to any other rights and remedies which the Government has or may have under various circumstances including but not limited to the following –
 - (i) the Contractor shall fail to carry out the whole or any part of the Services or neglect to observe or perform any of the terms and conditions of the Contract or to pay any of the sums payable by the Contractor under the Contract or (in the case of a breach capable of being remedied) shall have failed within 14 calendar days or such longer period as the Government Representative

may allow after the receipt of a request in writing from the Government Representative so to do, shall remedy the breach (such request to contain a warning of the Government Representative's intention to terminate); or

- (ii) the Contractor shall go into liquidation or a petition shall be filed for the bankruptcy or the winding up of the Contractor's business other than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing or the Contractor shall become insolvent or make any composition or arrangement with creditors; or
 - (iii) the Contractor is in breach of Clause 15 of the General Conditions of Contract; or
 - (iv) the Contractor shall assign or purport to assign any or all the burden or benefit of the Contract without the prior written consent of the Government Representative.
- (c) The Government may at any time suspend or terminate the Contract by giving the Contractor 30 days prior written notice.
- (d) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- (i) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (ii) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.

5. Effect of Termination

- (a) If the Contract is terminated in accordance with Clause 4 (Termination) hereof or Clause 10 of General Conditions of Contract, the Government Representative shall:-
- (i) cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
 - (ii) not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract;

- (iii) be entitled to repossess any of his materials, tools, equipment or other items loaned or hired to the Contractor and to have a lien on any of the materials, tools and equipment or other items belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government Representative; and
 - (iv) have, without prejudice to any claims by the Government Representative for breach of the whole or any part of Contract, the right to assign the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any amounts in excess of the payment quoted by the Contractor under the Contract up to and including the moment of breach and the Government Representative shall be entitled to use all such Contractor's materials, equipment or other goods for the purposes thereof free of charge and free from any liability until a new contractor or contractors are formally engaged by the Government Representative to perform the uncompleted Services.
- (b) The rights of the Government Representative are in addition to and without prejudice to any other rights the Government Representative may have whether against the Contractor directly or pursuant to any guarantee or indemnity.
- (c) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

6. Probity

- (a) The Contractor acknowledges it has been reminded that:
 - (i) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and
 - (ii) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- (b) The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

- (c) The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- (d) The Contractor shall within two weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Sub-clause (b) and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

7. Confidentiality

- (i) The Contractor undertakes that the Contractor and its staff or agents will keep in confidence and not disclose to any third party without HAD's prior written consent any materials, drawings, design or information (whether of a commercial or technical nature or otherwise) acquired from HAD in connection with this Contract other than disclosure to those persons to whom it is necessary to supply such information to enable performance of this Contract. The Contractor shall not use the expertise evident therein in any manner detrimental to the interests of HAD.
- (ii) The Contractor shall ensure that each of the Contractor's staff are aware of and comply with the confidentiality and non-disclosure provisions contained in this Clause and the Contractor shall indemnify HAD against any loss or damage which HAD may sustain or incur as a result of any breach of confidence by the Contractor or any of its staff.
- (iii) Nothing contained above shall apply to prevent the Contractor from disclosing any information:-
 - (a) in its possession (with full right to disclose) prior to receiving it from HAD; or
 - (b) which is or later becomes public knowledge other than by breach of this Clause; or
 - (c) which it may independently develop or receive from a third party (with full right to disclose).
- (iv) This Clause shall survive the termination of this Contract.
- (v) Upon the completion, expiry or termination of this Contract, the Contractor shall return to HAD all the documents and materials covered by this Clause which have been supplied by HAD to the Contractor to enable performance of this Contract.

8. Assignment and Sub-contracting

- (a) Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- (b) The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

9. Non-exclusive Right

The Government will not grant any exclusive right to the Contractor for provision of the Services. The Government reserves the right to obtain the same or similar Services from any third party or enter into similar contracts with any third party.

10. Copyright and other Intellectual Property Rights

The Contractor should ensure that no intellectual property rights of any third party have been or will be infringed and shall indemnify the Government against any claims for breach of intellectual property rights.

11. Contracts (Rights of Third Parties) Ordinance

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

11A. Admission of Contractor Personnel to Government Premises

- (i) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (ii) The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- (b)(i) The Contractor shall require all Relevant Personnel, save for those exempted, to present vaccination record of at least the first dose of COVID-19 vaccine prior to their entry into indoor government premises which are their places of work, or for work-related purposes (including for meetings and for fulfillment of duties). The number of vaccine doses required may be revised by prior written notice from the Government to the Contractor in the light of the development of COVID-19 epidemic situation.
- (b)(ii) Exemption from the requirement to present vaccination record will be granted to (a) those who are medically unfit for COVID-19 vaccination as supported by a valid medical certificate; and (b) pregnant staff with prior exemption to be granted by the Government on a case-by-case basis. The exempted categories of Relevant Personnel mentioned in this Clause may be revised by prior written notice from the Government to the Contractor.
- (b)(iii) For the purpose of Clauses 11A(b)(i) and 11A(b)(ii), the Contractor shall comply with the entry requirement of Government premises, implementation approaches, requirement on the vaccination record and other relevant documentations to be presented, consequence of non-compliance, maintenance and updating of the register of vaccination status, and all other necessary requirements as determined by the Government by prior written notice from the Government to the Contractor.
- (b)(iv) The Contractor shall ensure that the Relevant Personnel will have given consent to the Contractor to pass the personal data in relation to Clauses 11A(b)(i) and 11A(b)(ii) above to authorised persons of the Government for the purposes of the provisions of this Clause 11A and other provisions of the Contract.
- (c) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.

- (d) In the event that the Contractor fails to comply with this Clause 11A and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 4 (Termination) hereof.

12. Deletion

For the purposes of this Contract, Clauses 2(b)(ii), (c)(ii), (d)(ii) and (e)(Quotation), 3(a), (b)(ii) and (c)(Quotations to Remain Open), 4(a)(ii), (c)(ii)(Charges), 5(a)(Acceptance), 5(b)(Schedule of Compliance), 7(Consideration of Offers), 9(Deposit), 10(Documents of Unsuccessful Bidders) and 13(Complaints About Bidding Process or Contract Awards) under Part 1 – Terms of Quotation, and Clauses 2(Assignment), 4(b)(Inspection and Acceptance), 8(a)(Payment for Services) and 19 (Order of Precedence) under Part 2 –General Conditions of Contract in HAD-TERMS-2 are hereby cancelled.

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

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

14. Order of Precedence

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

- (a) Special Conditions of Contract;
- (b) Service Specifications;
- (c) Terms of Quotation (Supplement);
- (d) Schedule(s);
- (e) General Conditions of Contract;
- (f) Terms of Quotation; and
- (g) any other materials which were submitted by the Contractor as part of its Quotation and attached to the Contract.

SERVICE SPECIFICATIONS

Provision of Service: District-based Programmes for Racial Harmony (North, Sha Tin and Tai Po Districts)

I. INTRODUCTION

The Home Affairs Department (“HAD”) would like to appoint a non-governmental organisation (“the Contractor”) to organise campaigns and activities within the area of North, Sha Tin and Tai Po Districts to promote racial harmony for the period tentatively from 1 July 2023 to 31 December 2023.

II. BACKGROUND

2. The Chief Executive announced in her 2018 Policy Address that more district-based activities will be organised to encourage interaction and exchange between the ethnic minority and local communities. Funding has been earmarked for engaging non-governmental organisations such as district organisations and ethnic minority organisations to organise District-based Programmes for Racial Harmony (“Programmes”) in 18 districts.

III. OBJECTIVE OF SERVICES

3. The objective of the Programmes is to encourage interaction and exchange between ethnic minorities who have settled permanently in Hong Kong and local Chinese residents, with a view to promoting racial harmony in the districts. Expected outcomes of the Programmes include –

- (i) increasing the interaction and cooperation between Chinese and non-Chinese participants;
- (ii) increasing the participants’ knowledge in the culture of other ethnic groups; and
- (iii) empowering ethnic minority participants for better integration into the community.

IV. SERVICES REQUIRED

4. The Contractor is required to provide services for implementing the Programmes. These services should include, but being not limited to, the following –

4.1 Programme Design and Implementation

4.1.1 The Contractor is required to design and implement district-based activities in the area specified in paragraph 1 to achieve the objective stated in paragraph 3. Some examples of activities are set out below for reference but we value very much innovative ideas from the Contractor. Credits will be given to proposals that the activities organised under the proposed Programme could illustrate a cohesive theme.

- (a) training programme. Credits will be given to proposals if the training will enhance the leadership skills and/or sense of belongings to Hong Kong for both ethnic minority and local youths;
- (b) sports and outdoor activities. We encourage public activities to promote the cooperation/ interaction between ethnic minority participants and local community;
- (c) learning programmes which stimulate the participants’ desire to acquire new skills and knowledge, and motivate them to unleash their potential for career development or

further studies;

- (d) cultural tours to different places in the district and festive celebrations to allow Chinese and ethnic minorities to learn more about each other's culture and festivals;
- (e) voluntary programmes which enable both contributions from ethnic minority and Chinese to the community;
- (f) any activities that can open up a wide range of opportunities for people of different races to participate, serve, share, learn, develop and innovate together.

4.1.2 Proposals shall consist of activities which allow Chinese and ethnic minority participants to interact with each other throughout the duration of the activities. The proposals which include one or more **signature event(s)** to draw wider participation in the community to promote racial harmony is preferred. Preference will be given to activities which are creative and innovative, emphasise participation and cooperation, and encourage personal development and goal realisation, as well as attracting media attention such that the message of racial harmony can be transpired beyond the activities to a wider community.

4.1.3 The activities can be indoor or outdoor. However, proposals which only consist of one single event are not normally considered as having fulfilled the objective stated in paragraph 3.

4.1.4 In designing the Programme, the Contractor should make reference to the following characteristics of the district(s) concerned –

- (a) According to the 2021 Population Census, ethnic minorities population (excluding foreign domestic helpers) was approximately 12 000 in Sha Tin District, 6 700 in Tai Po District and 3 700 in North District. Apart from Westerners, South/Southeast Asians, including Nepalese, Pakistanis, Indians and Indonesians, make up a significant proportion of the ethnic minority population.
- (b) Tai Po District has a long history and is a place where the rural and the city mix well. The district is made up of two distinct geographical areas - Tai Po proper and Sai Kung North. The town centre of Tai Po is packed with urban developments while the rural area has many well-preserved villages, ancestral halls and old temples. In addition, there are some scenic attractions such as Plover Cove, Pat Sin Leng, Tai Mei Tuk, Bride's Pool, Sha Lo Tung, Tung Ping Chau, Tap Mun etc.
- (c) North District is one of the regions where traditional rural features of the New Territories are best preserved. For example, there are many well-preserved traditional Chinese buildings such as Tang Chung Ling Ancestral Hall in Fanling, Liu Man Shek Tong Ancestral Hall in Sheung Shui and the Tin Hau Temple on Kat O Island. There is also a small Islamic Temple located within the Police Driving and Traffic Training Division, i.e. Fan Garden, in Fanling.
- (d) With an aim to promote racial harmony, consideration can be given to organising cultural exchange activities to enhance the mutual understanding between locals and ethnic minorities. Examples include Poon Choi feast (盤菜宴) and family visits which provide occasions where ethnic minorities and locals can interact and learn about the indigenous history and Yuen Long rural culture; racial harmony talent shows which encourage ethnic minorities and locals to showcase their unique cultural skills (e.g. dancing, fashion, culinary); and volunteering programmes which cultivate a sense of belongings of ethnic minorities.

4.1.5 To prevent the spread of infectious diseases, the Contractor should observe relevant social distancing regulations and guidelines issued by the Centre for Health Protection, and implement suitable hygiene and sanitary measures.

- 4.1.6 Bidders are also required to provide a contingency plan in case of social distancing restrictions and/or closure of venues, e.g. consider the feasibility of conducting certain activities through online media platforms or video conferencing tools.
- 4.1.7 The following types of activities will not be considered –
- (a) activities that may give undue credit or publicity to an individual, a commercial firm, a political party or association;
 - (b) activities that are intended for the exclusive or personal benefit of an individual;
 - (c) activities that disburse a fixed amount of cash allowance and/or cash relief; or
 - (d) activities that are launched primarily for profit-making or fund-raising purposes.

4.2 Publicity

- 4.2.1 To achieve the objective of promoting racial harmony, the Contractor shall publicise the activities under the Programmes through different means to promote the message of racial harmony. Preference will be given to programmes which will attract media attention and arouse interest in the public.
- 4.2.2 The Contractor shall make public and state in their advertising, promotional or publicity materials and publications that the Programmes are “sponsored by the Home Affairs Department”. The Contractor shall not publish or use any such advertising, promotional or publicity materials or publications without the Government’s prior written consent.
- 4.2.3 In addition, the Contractor is required to provide programme information including activity details, enrolment method and contact information, etc. to the Government for publication on websites. The Contractor shall allow and facilitate employees or agents of the Government to take videos and photographs of the events and grant the Government the rights for using relevant materials for publicity purpose such as sharing videos of the events on websites or publishing articles on the events in newsletters.

VI. MANPOWER PLAN

5. The Contractor shall provide adequate and suitable manpower in performing the Services.
6. The proposal submitted should include a manpower plan which is practicable with detailed information and good ideas for providing such services. The manpower plan should include, but not be limited to, the number of salaried full-time or part-time staff for providing the services, the number of non-salaried helpers and their working hours dedicated for providing the services, as well as the organisation structure and line of command for providing the services.

VII. MONITORING AND EVALUATION OF SERVICES

7. The Contractor is required to follow this document of service specifications and its proposal submitted to the Government in performing the Services during the Contract Period. The Government Representative may request the Contractor to modify the proposal if necessary. The Contractor shall follow the instruction and suggestion of the Government Representative.

8. The Contractor is required to design an evaluation form for each activity and provide the form for the participants to fill in after finishing each activity. The Government Representative has the right to request the Contractor to amend the evaluation form if necessary.
9. The Government will monitor the progress of the programme and performance of the Contractor. The Contractor shall follow the instruction and suggestion of the Government in performing the services.
10. The Contractor undertakes during the Contract Period to submit the Government interim reports in a format to be prescribed by the Government, each of which shall include –
 - (a) interim progress report setting out significant events occurred (including the actual performance standards achieved in compare with the performance indicators set out in the proposal); and
 - (b) interim financial report (including an income and expenditure statement with actual expenditure as compared with the Budget) together with invoices, receipts and other relevant supporting documents in respect of the provision of the Services.
11. The interim progress report and financial report shall be submitted to the Government within one month after 30 September 2023.
12. A final evaluation report on the Services with a final income and expenditure account throughout the Contract Period together shall be submitted within a month following the Completion Date or the date of early termination of the Project.
13. The Contractor shall keep proper records of all the activities and the participants for the Government Representative's checking upon request.
14. The Contractor is required to arrange and facilitate inspections and observations of the classes/activities by Government representatives upon request by the Government for monitoring and performance evaluation purpose.
15. The Contractor is required to attend all meetings as and when required by the Government and follow up on appropriate decisions reached at those meetings, and make presentation to the Government on the progress of the Services provided.
16. The Contractor shall also implement its own in-house on-going monitoring and review mechanism in line with the service specifications to ensure that the programme objectives are met and that the intended output and outcome level and service quality could be achieved.

IX. CONFIDENTIALITY OF DATA AND SECURITY REQUIREMENTS

17. The Contractor shall fully observe the requirements of security and confidentiality requested by the Government. All information supplied by the Government and obtained in the execution of the services in the programme shall be treated as confidential and must not be divulged to any person except to its own staff involved on a need-to-know basis.
18. The Contractor shall comply with government data, computer, and facility security standards. The Contractor should assure that the provisions of the data protection principles and Personal Data (Privacy) Ordinance will be observed. The Contractor shall ensure that relevant employees, including

the volunteers, are aware of and comply with the provisions of the above. All of them must sign an undertaking on non-disclosure as approved by the Government. Any security measures for confidentiality of data should be specified in the proposal. The Contractor shall indemnify the Government against any loss or damage, which the Government may sustain or incur as a result of any breach of confidence by any of such persons.

19. Confidential information, when transmitted by hand, must be stored at removable media with at least the following two features –

- (a) support AES-128 bits encryption algorithm or equivalent or above; and
- (b) encryption password (at least 6 alpha numeric characters) is randomly generated.

20. Should the Contract be terminated, either normally at the end of the Contract Period or prematurely due to any reasons, the Contractor shall return all applications received and related materials belonging to the Government or information collected from the Government and applicants within 1 month of the termination including both hard copies and soft copies.

X. OTHER POINTS TO NOTE

21. The Contractor shall be responsible for all claims, demands or liability under the Contract. The Government and its employees shall not be under any liability whatsoever.

22. Your attention is also drawn on the following –

- (a) The Government reserves the right not to award or partially award the contract;
- (b) If sub-contracting is involved in any part of the services / programmes, the Government reserves the right of pre-approval of such appointment; and
- (c) The Government reserves the right to revise the contents and requirements of the services/programmes by the Contractor.

To be inserted into the
PRICE INFORMATION ENVELOPE
NOT the technical information envelope

SCHEDULE

(A) – Fee Proposal

(A) Price

Item No.	Description of Services	Period	Estimated Value (HK\$)
1	Provision of Service for District-based Programmes for Racial Harmony (North, Sha Tin and Tai Po Districts)	1/7/2023 – 31/12/2023	
Estimated Contract Value (HK\$):			

Note

- (1) **The Bidder shall provide a budget breakdown of the estimated value.**
- (2) The Bidder shall note that the above quoted price is inclusive of all the staff cost, administrative fee and other associated costs and expenses.
- (3) Financial proposal with estimated contract value exceeding the budget ceiling indicated will **not** be considered.
- (4) Subject to the Contractor's provision of the services to the satisfaction of the Government, the Government shall pay the estimated contract value by way of instalments in the amounts, and in accordance with the payment schedule, specified in paragraph 2 of Special Conditions of Contract.
- (5) **If the amount of actual expenditure of the Contractor is less than the estimated contract value, the payment of Service Fee will be limited to the amount of actual expenditure.**

Name of Bidder : _____

Signature of Authorised Person to Sign Quotation : _____

Name of Authorised Person in Block Letters : _____

Position/Title : _____

Tel. No. : _____

Fax No. : _____

Date : _____

Company Chop : _____

(B) Payment Discount

- (a) Bidders are requested to indicate below what discount rate they would allow on the quoted prices if payment is made in full within:

14 clear working days from the date of receipt of the invoice or from the date of acceptance of the Services, whichever is the later : _____ % discount

- (b) A Bidder should insert the word 'Nil' in the space provided above if it does not offer any payment discount. No discount offer will be assumed if the space is left blank.
- (c) A Bidder is requested to ensure that no more than two digits after the decimal places are quoted for the above discount.
- (d) Should the date of receipt, certification and acknowledge of the invoice fall on a non-working day, the 14 working days' period for payment discount shall count from the working day immediately following such date, or the date of acceptance of Services, whichever is later.
- (e) Any offer of payment discount **will not be taken into account** in the evaluation of the Quotation.

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

Name and Post of authorised signatory:

Name of Bidder:

Tel No.:

Fax No.:

Date:

To be inserted into the
TECHNICAL INFORMATION
ENVELOPE
NOT the price information envelope

SCHEDULE

(B) – Technical Proposal
(Please use separate sheet if required.)

1. Company / Organisation status

Name of Bidder (in English) : _____

Name of Bidder (in Chinese) : _____

Registered Address of Bidder : _____

The Bidder should provide proof of the following:

- (a) Statutory organisations or organisations registered under the laws of the Hong Kong Special Administrative Region (e.g. the Companies Ordinance (Cap.622)); and
- (b) Granted a tax-exemption status under Section 88 of the Inland Revenue Ordinance (Cap. 112) which remains valid as at the time of submission of quotation.

2. Information of the Bidder

The Bidder should provide the following information in respect of its organisation:

- (a) organisation structure and name of key management personnel;
 - (b) existing services provided by the organisation
 - (c) authorised contact person and means of contact such as official address, telephone number, fax number, website address
 - (d) track record and experience of the organisation in providing similar services to ethnic minorities, in particular the publicity outcome of past projects
- (Please use separate sheet if required.)*

3. Summary of activities

No.	Name of activity	Nature of activity*	Date(s) of activity	Total duration of activity	Venue	No. of target participants	
						Chinese	Non-Chinese
<i>e.g.</i>	<i>Leadership skills Training</i>	<i>Training Class</i>	<i>5, 12, 19, 26 September 2, 9, 16, 23 October 1, 8, 15, 22 November</i>	<i>24 hrs</i>	<i>XXX classroom</i>	<i>20</i>	<i>20</i>
	<i>Certificate Presentation Ceremony for graduates of Leadership Training</i>	<i>Presentation Ceremony</i>	<i>12 December</i>	<i>2 hrs</i>	<i>XXX Sports Ground</i>	<i>20 + 200 audience</i>	<i>20 + 200 audience</i>

* Examples are “interest class”, “skill training”, “community outreach”, “volunteer service”, “sports programme”, “festive event”, etc.

3.1 Detailed programme design and content *(Please provide details of the programme design for each activity listed in the summary above, including the objectives and implementation plan. If the activity is considered as a signature event, please provide a separate paragraph.)*

3.2 Implementation schedule

Year/Month	Project Milestones

3.3 Contingency plan *(Please provide a contingency plan in case of social distancing restrictions and/or closure of venues.)*

4. Deliverables and impact

Expected programme achievement and deliverables

(Please include a brief account of mechanism used to evaluate the achievement and deliverables.)

(e.g.. The local Chinese and ethnic minority participants applied their newly acquired skills and collaborated to produce XXXX, which they shared with other needy people to promote the message of racial harmony to the wider community. The programme will be evaluated by after-event questionnaires.)

4.1 Outcome indicators and expected level of attainment

Proposed outcome indicators <i>(Benefits for users during and after services and programmes)</i>	Level of attainment (%)
<i>e.g. Participants agree that the programme has increased their understanding of cultures of different ethnicity.</i>	<i>e.g. 80%</i>

5. **Manpower plan** *(Please show the number, qualification and experience of full-time and part-time staff who will involve in the Programmes, in particular how your staff will provide support for non-Chinese participants.)*

6. Publicity plan**6.1 General publicity** *(Please describe publicity efforts to promote the programme and racial harmony messages to the general public.)*

Year/Month	Summary of publicity plan

6.2 Recruitment of target participants *(Please provide details of your recruitment and promotional efforts to achieve the number of target participants specified in part 3.)***7. Quality assurance and financial management** *(Please provide a brief account of quality assurance and financial management mechanism in place to monitor the project progress and budget.)*

8. Statement of Compliance

[Please refer to Clause 14 of Terms of Quotation (Supplement).]

☐ * (i) I / We confirm that my / our offer does **comply fully** with the terms and conditions and Service Specifications stipulated in Quotation Document.

☐ * (ii) I / We confirm that my / our offer **does not comply** with the terms and conditions and Service Specifications in the following aspects:

Note: * Please tick ☒ in the box where appropriate.

9. Quotation Validity Period

According to Clause 4 of the Terms of Quotation (Supplement), Bidders are requested to note that their offers for this quotation shall remain valid for 90 days from the Quotation Closing Date.

Name of Bidder : _____

Signature of Authorised Person to Sign Quotation : _____

Name of Authorised Person in Block Letters : _____

Position/Title : _____

Tel. No. : _____

Fax No. : _____

Date : _____

Company Chop : _____

Annex I

**Marking Scheme for
Provision of Service for District-based Programmes for Racial Harmony
(North, Sha Tin and Tai Po Districts)**

The Government in assessing the quotation proposals will use this Marking Scheme. The technical score will carry a weighting of 70% as against a weighting of 30% for price score. Quotations with the highest overall combined score (price and technical) will normally be recommended for acceptance.

(I) Technical Assessment (Maximum marks : 100)

The maximum total technical marks are 100 and are divided into two parts: Part A on the assessment of the execution plan of the Technical Proposal is allocated a maximum mark of 90; and Part B on the assessment of the experience and district network of the Bidder is allocated a maximum mark of 10.

There is no overall passing mark for the total marks scored in the Technical Assessment. Passing marks of 7.5 are set for Assessment Criteria 1 and 2 respectively, which are 25% of the maximum mark of the respective Assessment Criteria. **Bidders that do not attain any of the above said passing marks for Assessment Criterion 1 or 2 will not be considered further.**

Assessment Criteria		Maximum mark	Passing mark
Section A – Execution Plan			
1.	Programme design and deliverables ^{Notes 1}	30	7.5
2.	Promotion, publicity and social impact ^{Notes 2}	30	7.5
3.	Quality assurance and financial management measures ^{Notes 3}	12	
4.	Innovative suggestions	18	
<i>Sub-total:</i>		<i>90</i>	
Section B – Bidder's Experience			
5.	Experience and district network ^{Note 4}	10	
Total Technical Marks:		100	

Notes:

- (1) For Criterion (1), assessment will be based on how well the programme design is aligned with project objective, relevance to the district situation, technical feasibility and uniqueness of the programme, relevance of the deliverables to the specific needs of the target groups, sustainability of the programme, etc.
- (2) For Criterion (2), assessment will be based on how the promotion plans publicise the activities under the Programme and promote the message of racial harmony to the general public and the expected social impact.
- (3) For Criterion (3), assessment will be based on the effectiveness of the proposed in-house quality assurance and financial management mechanism in monitoring the project progress and budget

so as to ensure that the Programme objectives are met and that the intended outcome level and service quality could be achieved.

- (4) For Criterion (5), assessment will be based on the Bidder's experience and track record for organising community programmes as well as network with other stakeholders.

For Assessment Criteria (1) to (3) and (5), marks will be given to each assessment criterion in accordance with the following five-graded approach:

Grade	Percentage of Maximum Marks
Excellent	100%
Very Good	80%
Satisfactory	60%
Fair	40%
Inadequate	20%
Poor	0%

The guidelines for assessment of grade are as follows:

“Excellent” grade will be given if the proposed plan:

- (i) is highly effective and practicable; and
- (ii) provides clear, logical and detailed information on all the requested items.

“Very Good” grade will be given if the proposed plan:

- (i) is effective and practicable; and
- (ii) provides detailed information on most of the requested items.

“Satisfactory” grade will be given if the proposed plan:

- (i) is generally practicable; and
- (ii) provides sufficient information on essential items only.

“Fair” grade will be given if the proposed plan:

- (i) whose practicability is probable but unproven; and
- (ii) provides limited information on essential items.

“Inadequate” grade will be given if the proposed plan:

- (i) whose practicability is questionable; or
- (ii) fails to provide some necessary information on essential items.

“Poor” grade will be given if the proposed plan:

- (i) is impracticable; or
- (ii) fails to provide all necessary information on essential items.

For Assessment Criteria (4), 18 out of the maximum marks of 90 marks for Section A are reserved for innovative suggestions. Bidders are encouraged to make innovation suggestion in the proposed plan.

These marks for innovative suggestions will be given to suggestions which are considered effective and practicable in improving the delivery of the programme. The benefits that this type of innovative suggestions shall bring about are not pre-defined in the service specification. Bidders may propose innovation suggestions in terms of the following –

- Better quality of service
- Improving the delivery of the programme
- Boosting participants' satisfaction
- Increasing attendance rate of the programme
- Any other benefit that can facilitate the operation of the programme

Marks will be given in accordance with the following rule:

Marks	Marking Standard
18	Three or more practicable innovative suggestions
12	Two practicable innovative suggestions
6	One practicable innovative suggestion
0	No innovative suggestion

The calculation of weighted technical score is –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Overall mark of the quotation being considered}}{\text{Highest overall mark among all the quotations which have scored the passing mark in the technical assessment}}$$

(II) Price Assessment

The calculation of the weighted price score is –

$$\text{Weighted Price Score} = 30 \times \frac{\text{Lowest price among all quotations which have scored all passing marks in the technical assessment}}{\text{Price of the quotation being assessed}}$$

(III) Calculation of Combined Score

Combined Score = Weighted Technical Score + Weighted Price Score

Annex II**NON-COLLUSIVE QUOTATION CERTIFICATE**

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

To: the Government

Dear Sir/ Madam,

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

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

Non-collusion

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

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

NON-COLLUSIVE QUOTATION CERTIFICATE

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

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

Disclosure of subcontracting

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

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 19(a) of the Terms of Quotation (Supplement), the Government may exercise any of the rights under Clauses 19(c) to (e) of the Terms of Quotation (Supplement) in addition to and without prejudice to any other rights or remedies available to it against me/us.

NON-COLLUSIVE QUOTATION CERTIFICATE

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

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Quotation and my/our personal information.

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

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :