

**The Government of the Hong Kong
Special Administrative Region**

Social Welfare Department



社會福利署

Social Welfare Department

**INVITATION TO TENDER
FOR
PROVISION OF ASSISTANCE FOR
NON-REFOULEMENT CLAIMANTS**

Eighth Project

Service Tender Reference: SWD/T003/2014

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Interpretations

1. In these Tender Documents, the following words and expressions have the meaning hereby assigned to them unless the context otherwise requires –

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| “Asylum Seeker” | means a person who has lodged a claim under the 1951 United Nations Convention relating to the Status of Refugees with the UNHCR; |
| “Bank Guarantee” | means the bank guarantee referred to in Clause 15 of the Terms of Tender and Clause 19 of the Conditions of Contract; |
| “Contract” | means the contract made between the Government and the Contractor for the provision of Services on and subject to the terms and conditions contained in – (a) these Interpretations; (b) the Terms of Tender, insofar as they are applicable; (c) the Offer to be Bound duly completed and signed by the Tenderer to whom a Contract is awarded; (d) the Memorandum of Acceptance as signed on behalf of the Government; (e) the Conditions of Contract; (f) the Service Specifications; together with all the respective appendices, schedules and annexes to any of the above documents; |
| “Contract Commencement Date” | means 1 June 2015 or such other date as may be specified by the Government Representative in the Memorandum of Acceptance for the Successful Tenderer to commence the Contract; |
| “Contract Deposit” | means the amount payable by the Successful Tenderer pursuant to Clause 15 of the Terms of Tender and Clause 19 of the Conditions of Contract; |
| “Contract Term” | means the term of the Contract as described in Clause 1 of the Conditions of Contract and any extension or sooner termination thereof pursuant to any applicable provision of the Contract; |
| “Contractor” | means the Tenderer whose tender to provide the Services is accepted by the Government and includes its personal representatives, successors and permitted assignees; |
| “Department” or “SWD” | means the Social Welfare Department; |
| “Financial Year” | means a period during the Contract Term commencing on 1 April of each year and ending on 31 March of the following year, both dates inclusive; |

Interpretations

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| “Government” | means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China; |
| “Government Representative” | means the Director of Social Welfare or any officer authorised by her to act on her behalf for the purposes of the Contract; |
| “Hong Kong” | means the Hong Kong Special Administrative Region of the People’s Republic of China; |
| “Immigration Department” | means the Immigration Department of the Government; |
| “Letter of Conditional Acceptance” | means the letter of conditional acceptance as referred to in Clause 13 of the Terms of Tender; |
| “Man-day” | means one unit of the Services as determined in accordance with Clause 5.3 of the Service Specifications; |
| “Mandate Refugee” | means a person who, whilst in Hong Kong, has been recognised as a refugee by the UNHCR acting under its mandate under the 1951 United Nations Convention relating to the Status of Refugees, including Non-refoulement Claimants whose claims are substantiated under the USM on grounds of persecution risks and referred to UNHCR for such recognition, and has not departed Hong Kong since being so recognized; |
| “Month” or “month” | means calendar month; |
| “Non-refoulement Claimant” | means a person who have made claims for non-refoulement protection against expulsion, return or surrender from Hong Kong to another country on applicable grounds including risks of (i) torture under Part VIIC of the Immigration Ordinance (Cap. 115); (ii) torture or cruel, inhuman or degrading treatment or punishment under Article 3 of Section 8 of the Hong Kong Bill of Rights Ordinance (Cap. 383); and (iii) persecution with reference to the non-refoulement principle under Article 33 of the 1951 Convention relating to the Status of Refugees and has not departed Hong Kong since making his claim; |
| “Professional Worker” | means a social worker or counsellor who has a minimum academic qualification of a bachelor degree in social work or counselling from a university in Hong Kong or equivalent; |
| “Proposed Unit Rate” | means the charges for one Man-day of the Services as proposed by the Tenderer in paragraphs 1 and 2 of Appendix 2 to the Terms of Tender; |

Interpretations

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| “Relevant Experience” | means the full-time experience gained after acquiring a bachelor degree in social work or counselling in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong; |
| “Services” | means the provision of different types of assistance including the performance of all other obligations, tasks, duties and services incidental or ancillary thereto in accordance with the Service Specifications and Schedule 1 to the Conditions of Contract, as the same may be varied or modified, subject to the terms and conditions of the Contract; |
| “Service Director” | means a person who has – (a) a minimum academic qualification of a bachelor degree from a university in Hong Kong or equivalent; and (b) a minimum of three years of aggregate Supervisory Experience; |
| “Service Region” | means a geographical region as defined and set out in Annex 1 to the Service Specifications; |
| “Service User” | means a person referred to in Clause 2.2 of the Conditions of Contract; |
| “Shortlisted Tender” | means a tender which has attained the passing mark for Stage 3 Technical Assessment in relation to the tender evaluation as referred to in Clause 9 of the Terms of Tender; |
| “Successful Tenderer” | means a Tenderer who receives a Letter of Conditional Acceptance from the Government notifying conditional acceptance of its tender subject to Clause 13 of the Terms of Tender; |
| “Supervisory Experience” | means the full-time experience gained by holding a position which led and supervised a staff team of Professional Workers and Supporting Workers in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong; |
| “Supporting Worker” | means workers other than Professional Workers, including but not limited to those responsible for finance and clerical work; |
| “Tender Closing Date” | means 12:00 noon on 16 January 2015 (Friday), as if it has been extended, the extended date; |

Interpretations

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| “Tender Documents” | <p>means the tender documents issued by the Government in relation to this invitation to tender for the Contract and comprises the following –</p> <ul style="list-style-type: none">(a) these Interpretations;(b) Notes for Tenderers;(c) Part I: the Terms of Tender (“Terms of Tender”);(d) Part II: a proforma Offer to be Bound;(e) Part III: a proforma Memorandum of Acceptance;(f) Part IV: the Conditions of Contract (“Conditions of Contract”); and(g) Part V: the Service Specifications (“Service Specifications”) <p>together with all the respective appendices, schedules and annexes to each of the above documents which appear at the beginning of the tender documents;</p> |
| “Tender Validity Period” | <p>means the period referred to in Clause 8.1 of the Terms of Tender;</p> |
| “Tenderer” | <p>means a tenderer with separate legal entity which has submitted a tender in response to this invitation to tender for the Contract;</p> |
| “Torture Claimant” | <p>means a person who has lodged a torture claim under the Convention Against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment with the Government;</p> |
| “Total Man-days” | <p>means the total Man-days to be provided for the respective Service Region as specified in Clause 5.5 of the Service Specifications;</p> |
| “Total Service Fee” | <p>means the lump sum as set out in Schedule 2 to the Conditions of Contract, representing the Unit Rate times the Total Man-days;</p> |
| “UNHCR” | <p>means the United Nations High Commissioner for Refugees Sub-office in Hong Kong;</p> |
| “Unit Rate” | <p>means the charges for one Man-day as agreed between the Government and the Contractor in paragraphs 1 and 2 of Schedule 2 to the Conditions of Contract;</p> |
| “USM” | <p>means the unified screening mechanism implemented by the Immigration Department for determining non-refoulement claims;</p> |
| “Working Day” | <p>means a day not being a general holiday within the meaning of the General Holidays Ordinance (Cap. 149), a black rainstorm warning day within the meaning of Section 71(2) of the Interpretation and General Clauses Ordinance (Cap. 1) or a gale warning day within the meaning of the same Ordinance.</p> |

Rules of Interpretation

2. The following rules of interpretation, unless the context otherwise requires, shall be used in interpreting both the Tender Documents and the Contract.
- 2.1 A word or expression not specifically defined herein shall, unless the context otherwise requires, have the meaning assigned to it under the Immigration Ordinance (Cap. 115).
- 2.2 Words and expressions importing the singular shall include the plural and vice versa; and words and expressions importing a gender shall include every gender.
- 2.3 Section or clause headings to any provision, schedule, annex or other attachments of the Tender Documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Documents.
- 2.4 Where in any of the Tender Documents there is a reference to a clause, sub-clause, schedule, appendix, annex or attachment by number or letter, and not in conjunction with an ordinance or regulation, such reference shall, where the context permits or requires, be construed as a reference to the clause, or sub-clause; or a schedule, appendix, annex or attachment of that number or letter contained in or attached to (as the case may be) the document in which such reference appears.
- 2.5 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to such statute, enactment, order, regulation or instrument as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of the Contract) and including all subsidiary legislation from time to time made under it.
- 2.6 Words importing a person shall, where the context so requires or admits, include an individual, a firm, partnership, trust, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations.
- 2.7 Unless the context requires otherwise –
 - (a) any word or expression to which a specific meaning has been attached in any part of any of the Tender Documents shall bear such meaning whenever it may appear in the same and other parts of the Tender Documents; and
 - (b) any rule of construction set out in any part of the Tender Documents shall apply to other parts of the Tender Documents.
- 2.8 Unless otherwise provided, all offers and payments shall be made in Hong Kong dollars.
- 2.9 Reference to time or dates in the Tender Documents shall, unless otherwise specified, be construed as Hong Kong time or dates.

- 2.10 The Tender Documents and the Contract, or any other agreement or document respectively referred to therein shall be construed as a reference to such document, as the same may from time to time be amended, varied, novated, or supplemented and shall include any document which is supplemental to, is expressed to be collateral with or is entered into pursuant to or in accordance with the terms of any such document.
- 2.11 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.
- 2.12 Any agreement, consent or approval to be given by the Government may be given or withheld at its discretion, and subject to any conditions as the Government may consider appropriate, must be in writing, given before the act or matter or thing for which agreement, consent or approval is required and signed by the Government or a duly authorised person on its behalf to be effective. Failure by the Government to give any agreement, consent or approval shall be deemed a denial or refusal.
- 2.13 References to “Tenderer” and “Contractor” shall include its or his successors, permitted assigns, any persons deriving title under it, personal representatives, and administrators, as the case may be.
- 2.14 In the event that the Tenderer or the Contractor is a group of persons, each of these persons shall assume the obligations and liabilities of the Tenderer or Contractor (as the case may be) on a joint and several bases.
- 2.15 The expression “Cap.” means a Chapter of the Laws of Hong Kong.

Notes for Tenderers

1. Introduction

- 1.1 The Convention Against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment has been extended to Hong Kong since 1992. The Government has put in place administrative procedures for assessing torture claims. On the other hand, although the 1951 United Nations Convention relating to the Status of Refugees does not apply to Hong Kong, asylum claims (on grounds of a claimed fear of persecution) have always been assessed by the UNHCR. As a matter of prevailing law / policy, these persons would not be removed pending the resolution of their claims. On humanitarian grounds, the Government has been commissioning non-governmental organisation since March 2006 to provide assistance-in-kind to Asylum Seekers and Torture Claimants who are deprived of basic needs during their presence in Hong Kong. On the same basis, the provision of assistance-in-kind was extended to Mandate Refugees pending resettlement starting from January 2012.
- 1.2 Pursuant to two rulings by the Court of Final Appeal in December 2012 and March 2013, the Immigration Department expanded the torture claim screening mechanism into the USM since 3 March 2014 to determine non-refoulement claims. While the UNHCR has decided to cease screening of asylum claims upon the Immigration Department's commissioning of the USM, it continued to provide protection to Mandate Refugees and arrange resettlement of them to a third country. In view of the above development, Non-refoulement Claimants under the USM have been covered under the current service contract of "Provision of Assistance for Asylum Seekers and Torture Claimants".
- 1.3 Since the current service contract is about to come to an end, there is a need to commission further service contract(s) in order to ensure continuation of the services to vulnerable Non-refoulement Claimants and Mandate Refugees under the new name of "Provision of Assistance for Non-refoulement Claimants".
- 1.4 Tenders are invited for the provision of the different types of assistance, mainly non-pecuniary, for Non-refoulement Claimants in Hong Kong as stated in the Service Specifications.
- 1.5 A Tenderer is advised to read all information contained in the Tender Documents thoroughly before submitting its proposal.
- 1.6 The Services to be provided by the Contractor will include provision of temporary accommodation, food, clothing, other basic necessities, appropriate transportation allowance and counselling. Such minimum level of different types of assistance is considered sufficient to prevent a person from becoming destitute while not encouraging more such persons to come to Hong Kong, which may have serious implications on the sustainability of the Government's support systems.

2. Environment Protection

2.1 Guidance Note for Environmental Management

For environment protection, the Tenderer is requested to minimise the impacts of its activities on the environment and to observe the Guidance Note as provided below.

Guidance Note for Environmental Management

The Tenderers are requested to minimise the impacts of their activities on the environment and to observe the following requirements in particular –

1. Comply with all applicable legal and other requirements.
2. Control the use of materials and resources (e.g. electricity, fuel, chemicals, paper, etc.) to minimise their consumption and unnecessary wastage. Use environmental friendly alternatives where possible during their daily operations.
3. Store properly all materials / chemicals to prevent any spillage and leakage.
4. Minimise the production of solid waste and chemical waste while carrying out any work on any site and on behalf of the Government.
5. Ensure all solid waste is properly handled, stored and disposed of in an efficient and sensitive manner to avoid any spillage and leakage while working on any of the Government premises. All chemical waste should be handled, stored and disposed of in accordance with the legal requirements.
6. Maintain regularly all vehicles used for the purpose of conducting business with the Government, and ensure that noise and air emissions are controlled.
7. Minimise all air emissions and noise generation where practicable.
8. Ensure all wastewater is discharged in accordance with the legal requirements.
9. Reuse and recycle waste wherever possible.

2.2 Environment Friendly Measures

The following environment friendly measures are recommended in the preparation of the quotation –

- (a) All documents should preferably be printed on both sides and on recycled papers. Papers exceeding 80 gm are not recommended as a general rule.

- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document cover is recommended.
- (c) Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

Part I – Terms of Tender

(Unless the context otherwise requires, references in this Terms of Tender to “Appendix”, “Clause” and “Note” shall mean the appendix, the clause and the note to this part.)

1. Invitation to Tender

- 1.1 The Government invites tenders for provision of the Services for Non-refoulement Claimants as more particularly set out in the Service Specifications subject to and in accordance with the terms and conditions as set out in the Contract.
- 1.2 This tender exercise is not covered by the Agreement on Government Procurement of the World Trade Organisation (“WTO GPA”).
- 1.3 Tenderers are hereby advised to read all information contained in the Tender Documents thoroughly before submitting their tenders.

2. Briefing Session

- 2.1 Intending Tenderers are invited to the following briefing session on this invitation to tender –

Date : 5 December 2014 (Friday)
Time : 3:30 p.m. to 5:00 p.m.
Venue : Room 918, 9/F, Wu Chung House
213 Queen’s Road East
Wan Chai
Hong Kong

- 2.2 Tenderers can each register no more than two representatives for the briefing session. Tenderers who wish to attend the briefing session are requested to complete the reply slip in Appendix 7 to the Terms of Tender and fax it to the Director of Social Welfare (Attn: Senior Social Work Officer (Family) 1) on or before 3 December 2014 (Wednesday). **Late submission may jeopardise a Tenderer chance to attend the briefing session.**
- 2.3 The briefing session will clarify any enquiries Tenderers may have on the Tender Documents. All questions for clarification at the briefing session should be submitted in writing in accordance with Clause 3 herein on or before 5:00 p.m. on 3 December 2014 (Wednesday). **Late submission may not be considered.**
- 2.4 In case a black rainstorm warning or tropical cyclone warning signal No. 8 or above is hoisted or in force at or after 8:00 a.m. on 5 December 2014 (Friday), the briefing session will be cancelled, and the Government will notify Tenderers who have submitted the reply slip the arrangement of the replacement briefing session.

3. Enquiries

- 3.1 Any enquiries from Tenderers before the Tender Closing Date concerning the terms and conditions of the Tender Documents shall be made in writing and be addressed to –

Chief Social Work Officer (Family and Child Welfare)¹
Social Welfare Department
Room 721, 7/F, Wu Chung House
213 Queen's Road East
Wan Chai
Hong Kong

Telephone : (852) 2892 5172
Facsimile : (852) 2833 5840

- 3.2 After lodging their tenders with the Government, Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their tenders or this document. The Government shall have the sole right to initiate any such further contact and all such contacts, and any reply of the Tenderer thereto shall normally be in writing.
- 3.3 Unless otherwise expressly stated by the Government, no statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective Tenderer or Tenderer shall be deemed to negate, waive or otherwise limit any of the terms or conditions as set out in the Tender Documents.

4. Essential Requirements

- 4.1 A Tenderer **MUST** comply with **all** of the following essential requirements –
- (a) A Tenderer must be a non-profit making organisation, charitable institution or trust that is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112);
 - (b) A Tenderer must be a separate legal entity having the legal capacity to enter into contracts with the Government; and
 - (c) A Tenderer must have an aggregate of at least three years of proven experience in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date.
- 4.2 If a Tenderer fails to comply with any of the essential requirements in Clause 4.1 hereinabove, its tender will not be considered further.

- 4.3 It is important for Tenderers to note the following relating to the compliance of the essential requirements –
- (a) A Tenderer is required to provide documentary evidence to the satisfaction of the Government to prove that it satisfies the experience requirement; failing which the claimed experience will not be taken into account.
 - (b) The following rules will be adopted in calculating and determining the validity of the “experience” gained by a Tenderer –
 - (i) For the purpose of tender evaluation, “humanitarian services” must comprise at least two of the following types of humanitarian assistance, viz. (1) accommodation, (2) food / meal service, and (3) basic necessities, to meet their basic needs and prevent them from destitution. The said description shall apply also to Clause 26 herein.
 - (ii) Only humanitarian services experiences of the Tenderer will be counted. For the avoidance of doubt, the following experience will not be counted –
 - (1) a Tenderer’s experience gained in its capacity as a sub-contractor;
 - (2) a Tenderer’s experience gained jointly with other parties;
 - (3) the experience of any sub-contractor of the Tenderer or any associated company of the Tenderer. The term “associated company” in relation to the Tenderer, means (1) a subsidiary of the Tenderer; (2) a holding company of the Tenderer; or (3) a subsidiary of such holding company. The existence of a holding-subsidary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap. 622).
 - (iii) The required experience will be counted according to the aggregate number of days of experience of a Tenderer in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date. As such, in calculating “the aggregate years of experience”, the total aggregate number of days of experience of a Tenderer will be divided by 365, being the number of days for a year. The calculation will be rounded to two decimal places. Figures larger than or equal to 0.005 will be rounded up to 0.01 whereas figures below 0.005 will be rounded down to 0. As an illustration, if the requirement is “an aggregate of at least three years” of experience, it will mean a Tenderer shall have an aggregate of at least 1 095 days of experience, being 365 days × 3.
 - (iv) A Tenderer’s experience gained under different projects for provision of humanitarian services (“humanitarian service projects”) for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong will not be double-counted for overlapping periods. Overlapping periods will be counted in accordance with the following example –

| Humanitarian service projects | Service period | Service period without overlapping with the service period of another project | Number of days counted for accumulated experience |
|-------------------------------|---------------------|---|---|
| Project A | 16.4.2003-15.4.2005 | 16.4.2003-15.4.2005 | 731 days |
| Project B | 1.10.2004-31.3.2006 | 16.4.2005-31.3.2006 | 350 days |
| Project C | 1.1.2005-31.12.2006 | 1.4.2006-31.12.2006 | 275 days |
| | | Total: | 1 356 days |

5. Tender Preparation

- 5.1 All tenders are to be completed in ink or typescript in English and submitted in the manner as stipulated in Clause 6 herein.
- 5.2 A Tenderer may submit for one or more Contracts for the three Service Regions. Tenderer shall specify in its Technical Proposal, Price Proposal and Offer to be Bound which Service Region its tender is submitted for. **A Tenderer wishing to bid for more than one Contract must do so by submitting separate tender for each Contract.**
- 5.3 A Tenderer shall prepare all the following documents and information required therein for tender assessment –
- (a) Technical Proposal
Appendix 1 – Technical Proposal in the form set out in Appendix 1 herein, **without** any indication of the Total Service Fee or pricing information;
 - (b) Price Proposal
Appendix 2 – Price Proposal in the form set out in Appendix 2 herein;
 - (c) Financial Information
Appendix 3 – Financial Information in the form set out in Appendix 3 herein;
 - (d) Offer to be Bound
Part II – Offer to be Bound in the form set out in Part II, **without** any indication of the Total Service Fee or pricing information.
- 5.4 A Tenderer shall duly complete the following information in the following manner, otherwise; **its tender will not be considered further.**
- (a) Offer to be Bound shall be duly completed and signed with a company chop as appropriate; and
 - (b) all the sections / areas marked with “#” in the Technical Proposal shall be duly completed.

- 5.5 Omission of details required in information in Part B – Service Plan of the Technical Proposal will affect the marking in Stage 3 – Technical Assessment under Clause 9 herein.
- 5.6 The Part A and Part B of the Technical Proposal shall not be more than 100 pages in A4 size paper for the main body (with margin not less than 25mm and character font size not less than 12). Pages not in the prescribed format may, at the Government’s sole discretion, not be considered. Pages after the first 100 pages will be disregarded and the content thereof will **not** be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be subject to the specified page limit.
- 5.7 Any appendices, annexes, schedules issued with this invitation to tender must not be altered by the Tenderer. Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments must be initialled by the Tenderer in ink.
- 5.8 All tenders will be considered on an “overall” basis. The Government may **not** consider any partial or incomplete tender unless otherwise expressed in the Terms of Tender.
- 5.9 The Government reserves the right to negotiate with any Tenderer about the terms of the offer. Any counterproposal on any aspect of the Terms of Tender or Conditions of Contract may, at the option of the Government, render a tender **NOT TO BE CONSIDERED**.

6. Tender Submission

- 6.1 Each completed tenders with all documents and information required therein, must be submitted in **TRIPLICATE** in the following manner; and shall be placed and sealed in **two separate envelopes**¹ in which –
- (a) the Technical Proposal with all documents and information required therein together with one softcopy (in Microsoft Word format in a compact disc) of Part A – Tenderer’s Information and Part B – Service Plan thereof; and the Item (1) and Item (2) of Appendix 3 to the Terms of Tender; and the Offer to be Bound, all of which shall be without any indication of the Total Service Fee or pricing information, must be placed and sealed in one envelope clearly marked “Tender Reference: SWD/T003/2014 – Tender for Provision of Assistance for Non-refoulement Claimants (Technical Proposal)”; and
 - (b) the Price Proposal and the Item (3) of Appendix 3 to the Terms of Tender must be placed and sealed in another envelope clearly marked “Tender Reference: SWD/T003/2014 – Tender for Provision of Assistance for Non-refoulement Claimants (Price Proposal)”.

¹ Tenderers shall use the pre-addressed envelopes issued together with the Tender Documents for tender submission.

- 6.2 The envelopes shall not bear any distinguishing matter, mark, or advertisement to indicate the identity of the Tenderer.
- 6.3 In the event of any discrepancy between the soft copy and the hard copy of any tender submission, unless the Government wishes to seek clarification, the hard copy will prevail.
- 6.4 All tenders must be addressed to the Chairman, Central Tender Board and deposited in the Government Secretariat Tender Box situated on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong before 12:00 noon on the Tender Closing Date. Late tenders will **NOT** be considered. Tenders submitted by e-mail or by facsimile will **NOT** be considered.
- 6.5 In case a black rainstorm warning signal or tropical cyclone warning signal No. 8 or above is hoisted at any time between 9:00 a.m. and 12:00 noon on the Tender Closing Date, the tender closing time will be postponed to 12:00 noon on the first Working Day after the black rainstorm warning signal has ceased to be in effect or the tropical cyclone warning signal No. 8 is lowered.
- 6.6 In the event of a Tenderer discovering an error in its tender after it has been submitted, an amendment to the tender may be submitted provided that the amendment is submitted before the Tender Closing Date.
- 6.7 A Tenderer must **NOT** submit a tender jointly with another organisation.
- 6.8 Submission of separate tender is required in respect of Contract for each of the three Service Regions.

7. Price Tendered

- 7.1 Tenderers should ensure the accuracy of the prices tendered before submitting tenders. Under no circumstances shall the Government be obliged to accept any request for price adjustment on the ground that a mistake has been made in the prices tendered.
- 7.2 All prices tendered in the Tender Documents shall be in Hong Kong dollars and, if accepted by the Government, shall remain valid and binding throughout the Contract Term. No request for price variation will be considered. Prices quoted in other currencies will render the tender invalid.
- 7.3 Without prejudice to the generality of the Conditions of Contract, the Government may require a Tenderer, who in the opinion of the Government, has submitted an unreasonably low price, to justify and demonstrate with detailed calculation to the reasonable satisfaction of the Government that such a Tenderer is capable of carrying out and completing the Contract. Failing to justify and demonstrate to the Government's satisfaction would entitle the Government to reject the tender without having the need to give any other reason(s) for the rejection.

8. Tenders to Remain Open

- 8.1 All tenders must remain valid and open for acceptance on these terms for a period of 180 days from the Tender Closing Date.
- 8.2 Without prejudice to other rights and claims of the Government, if a tender is withdrawn before the expiry of the Tender Validity Period, the Government will take notice of such withdrawal or failure, and this may prejudice the Tenderer's future standing as a Government service provider.

9. Tender Evaluation

- 9.1 The evaluation of tenders for the Contract is divided into five stages, i.e. **Completeness Check, Screening of Compliance, Technical Assessment, Price Assessment and Calculation of Total Weighted Mark**. Each stage will be conducted separately and one after the other. The Technical Assessment and Price Assessment will carry a weighting of 40% and 60% respectively. The tender evaluation in relation to each of the three Contracts will be conducted in accordance with the procedures and criteria as detailed below –

Stage 1 – Completeness Check

- 9.2 Upon receipt of tenders, SWD will check if the Tenderers have submitted the information required pursuant to Clause 5.4 herein.
- 9.3 **If a Tenderer fails to submit any of the information / documents stipulated in Clause 5.4 herein on or before the Tender Closing Date, its tender will not be considered further.**

Stage 2 – Screening of Compliance

- 9.4 A Tender which has passed Stage 1 will be checked for its compliance with the essential requirements as set out in Clause 4.1. **Any Tender that fails to meet any one of the essential requirements will not be considered further.**

Stage 3 – Technical Assessment

- 9.5 A Tender which has passed Stage 2 will be further evaluated in Stage 3.
- 9.6 The evaluation of each of the technical proposals will be made in accordance with the assessment criteria / sub-criteria as set out in Appendix 4 herein and marks will be attained accordingly.
- 9.7 **Tenders with a total mark of less than 50, being the passing mark for the Technical Assessment, will not be considered further.**

- 9.8 The **weighted** technical mark will only be calculated for Tenders who has attained the passing mark for the Technical Assessment, in accordance with the following formula –

$$\frac{\text{Mark attained by the Tender being assessed who has attained the passing mark for the Technical Assessment}}{\text{Highest technical mark among all Tenderers being assessed who has attained the passing mark for the Technical Assessment}} \times 40$$

Stage 4 – Price Assessment

- 9.9 A Tender without completing “Proposed Unit Rate” in paragraphs 1 and 2 of Appendix 2 to the Terms of Tender will not be considered further.
- 9.10 The **weighted** price mark will only be calculated in accordance with the following formula –

$$\frac{\text{Lowest Total Service Fee amongst all Tenderers being assessed}}{\text{Total Service Fee proposed by the Tenderer being assessed}} \times 60$$

Stage 5 - Calculation of Total Weighted Mark

- 9.11 The total **weighted** mark in respect of a tender is calculated by totaling the **weighted** technical mark and **weighted** price mark.
- 9.12 All calculations of the **weighted** technical mark, **weighted** price mark and total **weighted** mark in Stages 3 to 5 will be rounded to the nearest two decimal places. Figures larger than or equal to 0.005 will be rounded up to 0.01 whereas figures below 0.005 will be rounded down to 0.

Rules of Tender Acceptance

- 9.13 A Tenderer may bid for more than one Contract among the three Contracts in this tender exercise. Tenders for each Contract will be assessed separately. Normally, the Tender with the highest total weighted mark for each Contract will be recommended for acceptance, subject to the restriction in Clause 9.14 below and that the Government is satisfied that the Total Service Fee offered in the recommended tender is reasonable.
- 9.14 A Tenderer will only be awarded a maximum of two Contracts, subject to the exception in Clause 9.15.3.

9.15 The selection process will take two Phases as detailed below –

Phase 1 – Contracts with only one Shortlisted Tender received

- 9.15.1 Contracts with only one Shortlisted Tender received would be considered first. In case where a Tenderer has bid for a Contract for which there is no other Shortlisted Tender received and its bid is a Shortlisted Tender with the Total Service Fee offered for the Contract being considered reasonable by the Government, the Tenderer's bid will be accepted. If the same Tenderer has also bid for other Contract(s) with more than one Shortlisted Tender received, its bid(s) for the other Contract(s) will be considered under Phase 2, subject to the restriction in Clause 9.14.
- 9.15.2 In case where a Tenderer has bid for two Contracts for which there is no other Shortlisted Tender received and its bids for these two Contracts are Shortlisted Tenders with the Total Service Fees offered for the Contracts being considered reasonable by the Government, these two bids of the Tenderer will be accepted. If the same Tenderer has also bid for another Contract with more than one Shortlisted Tender received, its bid for another Contract will not be further considered under Phase 2 due to the restriction in Clause 9.14 (see Example 1 in Appendix 5).
- 9.15.3 In case where a Tenderer has bid for three Contracts for which there is no other Shortlisted Tender received and its bids for these three Contracts are Shortlisted Tenders with the Total Service Fees offered for the Contracts being considered reasonable by the Government, all its tenders will be conditionally accepted.

Phase 2 – Contracts with more than one Shortlisted Tender received

- 9.15.4 Subject to the restriction in Clause 9.14, the rule of tender acceptance as laid down in Clause 9.13 shall normally apply under Phase 2.
- 9.15.5 If a Tenderer, who has been awarded one Contract under Phase 1, has also bid for another Contract with more than one Shortlisted Tender received, its tender for another Contract will normally be conditionally accepted under Phase 2 if it attains the highest total weighted mark and offers the Total Service Fee which is considered reasonable by the Government.
- 9.15.6 If a Tenderer (says T1), who has been awarded one Contract under Phase 1, has bid for the other two Contracts with more than one Shortlisted Tender received and its bids attain the highest total weighted mark in the two Contracts with the Total Service Fees offered for the Contracts being considered reasonable by the Government, T1 will only be awarded one more contract under

Phase 2 due to the restriction in Clause 9.14. The Tenders which attain the second highest total weighted mark and offer the Total Service Fees which are considered reasonable by the Government in the remaining two Contracts will be combined with T1's Tenders to work out the combination of Contracts which is least costly to the Government for acceptance (see Example 2 in Appendix 5).

9.15.7 If a Tenderer (says T1) has bid for all three Contracts with more than one Shortlisted Tender received and its bids attain the highest total weighted mark in all three Contracts with the Total Service Fees offered for the Contracts being considered reasonable by the Government, it will only be awarded two Contracts under Phase 2 due to the restriction in Clause 9.14. To determine which two Contracts would be awarded to T1, the Tenders which attain the second highest total weighted mark and offer the Total Service Fees which are considered reasonable by the Government in all three Contracts will be combined with T1's Tenders to work out the combination of Contracts which is least costly to the Government for acceptance (see Example 3 in Appendix 5).

9.16 If none of the bid(s) received for a Contract is / are Shortlisted Tender(s) or none of the Total Service Fee(s) offered in the tender(s) received is / are considered reasonable by the Government, the tender for that particular Contract will be cancelled and re-tendering will be arranged.

10. Financial Vetting

10.1 Financial information submitted under Clause 5.3(c) will be assessed by the Government to gauge the Tenderer's financial capability to undertake and fulfil the contractual obligations.

10.2 A Tenderer shall submit the following financial information to demonstrate the financial capability to undertake and fulfil the contractual obligation –

- (a) A Tenderer must submit audited financial statements which comply with the following requirements –
 - (i) originals (or copies certified as true by the Tenderer's auditors) of the audited financial statements for the three financial years of the Tenderer prior to the Tender Closing Date;
 - (ii) the latest set of audited financial statements must cover a period ending no more than eighteen months before the Tender Closing Date;
 - (iii) the audited financial statements must contain the Directors' Report, Auditors' Report, Statement of Financial Position, Statement of Comprehensive Income (or Statement of Profit or Loss and Other Comprehensive Income), Statement of Changes in Equity, Statement

of Cash Flows and notes to the financial statements;

- (iv) if the Tenderer is a subsidiary of another company, the consolidated group financial statements covering the Tenderer and company-only financial statements reflecting the financial position and results of the Tenderer itself must be submitted;
 - (v) all financial statements submitted must have been audited by a certified public accountant (practicing) registered under the Professional Accountants Ordinance (Cap. 50);
 - (vi) if the Tenderer is a newly established company and its first audited financial statements are not yet available, that Tenderer must submit its unaudited financial statements for the period since its establishment until three months before the Tender Closing Date. The unaudited financial statements must be certified by the sole proprietor or directors of the Tenderer or a certified public accountant (practicing) registered under the Professional Accountants Ordinance (Cap. 50);
 - (vii) if the Tenderer is a partnership, audited financial statements for each member of that partnership shall be prepared and submitted if its member is a corporation or company;
 - (viii) if the Tenderer is an unincorporated business, unaudited financial statements certified by the sole proprietor or partners of the Tenderer or by certified public accountants are acceptable and where applicable, be supported by originals or certified true copies of past tax records such as profits tax assessments issued by Inland Revenue Department for the three financial years prior to the Tender Closing Date; and
 - (ix) the financial statements shall be prepared in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622);
- (b) management accounts up to a period not earlier than three months before the Tender Closing Date (if that has not already been covered by the latest audited financial statements). The accounts shall be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Cap. 622);
- (c) projected Statement of Profit or Loss and Statement of Cash Flows for each Financial Year for the whole Contract Term, one for the Services and one for the organisation of the Tenderer as a whole (including the projections for the Services) should be certified by the Tenderer's chief executive or directors. The projected Statement of Profit or Loss should show, item by item, the projected revenue, the projected operating expenses, capital expenditure, sources of finance (such as up-front investment and / or debt financing), and other particulars showing how the Tenderer will perform the Contract. The bases and major assumptions for the projections shall be provided; and

- (d) written confirmation regarding the sources of finance from the relevant financial institution.

10.3 The financial vetting will be conducted with reference to “Guidelines for Financial Vetting of Recommended Tenderers for Service Contracts” (Appendix III (H) of Stores and Procurement Regulations 370(b)(i)). Details of the Guidelines are available at the website – http://www.fstb.gov.hk/tb/en/docs/espr_chapter3.pdf.

11. Tenderers’ Responses to Government’s Enquiries

In the event that the Government determines that clarification of any tender is necessary, it will advise the Tenderer in writing, indicating whether the Tenderer should provide any clarification or further information relating to its tender. The Tenderer shall thereafter, within five (5) Working Days after the date of the Government’s request or such other period as specified in such request, submit the requested clarification or further information. The Government may not consider the tender if the clarification or complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. Without prejudice to the foregoing, any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government will be ignored for the purposes of the evaluation or will entitle (but not oblige) the Government to disqualify the Tenderer concerned. As an alternative to seeking clarification or further information or document, the Government may, at its discretion but not an obligation, proceed to evaluate the Tender on an “as is” basis or disqualify the Tenderer.

12. Tenderer’s Commitment

- 12.1 All tenders, proposals, information and responses from the Tenderer must be submitted in writing. All proposals, information and responses submitted by the Successful Tenderer shall be the representation of the Tenderer and may by law or at the Government’s sole option be incorporated into and made a part of the Contract between the Government and the Successful Tenderer in such manner as the Government considers appropriate. By submitting a tender, a Tenderer is deemed to have authorised the Government to make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without obtaining any prior agreement of the Successful Tenderer. The Government reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of this requirement.
- 12.2 A Tenderer should not submit in its tender any information or materials which it does not wish to be incorporated into the Contract.

13. Award of Contract

13.1 The Successful Tenderer will, receive a Letter of Conditional Acceptance, from the Government notifying it the Government's conditional acceptance of its tender, subject to its punctual performance and / or fulfillment of the following –

- (a) delivery to the Government of the Contract Deposit pursuant to Clause 15 herein; and
- (b) any other condition as the Government may specify therein.

Unless otherwise agreed by the Government, the Letter of Conditional Acceptance will lapse and be of no effect where the Tenderer fails to fulfil any of the conditions specified above and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

13.2 Upon and subject to the Successful Tenderer having duly complied with Clause 13.1 herein, the Government will issue a Memorandum of Acceptance to the Successful Tenderer, whereupon a legally binding Contract will come into existence between the Government and the Successful Tenderer.

13.3 Tenderers who do not receive any notification of acceptance 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/eng/services_2_c.htm.

14. Saving

14.1 The Government is not obliged to accept the tender with the highest total weighted mark or the lowest price offer or any tender or to give any reason for doing so.

14.2 The Government reserves the right to accept or reject all or any part of any tender at any time within the Tender Validity Period.

15. Contract Deposit

15.1 The Successful Tenderer shall within ten (10) Working Days from the date of the Letter of Conditional Acceptance or within such other time as directed by the Government, as security for the due and faithful performance and observance by it of its obligations under the Contract, deliver to the Government a Bank Guarantee in the form set out in Appendix 6 hereto executed under seal by a bank holding a valid banking licence under the Banking Ordinance (Cap.155) for such amount as determined in accordance with Clauses 15.2 and 15.3 or as otherwise stipulated in the Letter of Conditional Acceptance.

- 15.2 If the Successful Tenderer has passed the financial vetting as stipulated in Clause 10 herein, it shall submit to the Government a Bank Guarantee in an amount equivalent to two per cent (2%) of Total Service Fee.
- 15.3 If the Successful Tenderer is unable to submit adequate information for conducting a meaningful financial vetting or it fails in the financial vetting as stipulated in Clause 10 herein, it shall submit to the Government a Bank Guarantee in an amount equivalent to five per cent (5%) of the Total Service Fee.
- 15.4 If a Successful Tenderer fails to deliver to the Government the Contract Deposit in accordance with this Clause 15 or fulfill such other conditions as may be stipulated in the Letter of Conditional Acceptance by the specified date, the Letter of Conditional Acceptance shall lapse and be of no effect and the Government shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as the Government deems fit.

16. Cancellation of Tender

The Government may at any time cancel this tender and the Government is not bound to give any reasons for the cancellation. For the avoidance of doubt, the Government is not bound to accept any Shortlisted Tender.

17. Cost of Tender

A Tenderer shall submit its tender at its own expense. The Government will not be liable for any costs whatsoever incurred by any Tenderer in response to this invitation exercise, including any costs relating to –

- (a) preparation or submission of tenders;
- (b) any communication or negotiation with the Government (which shall be carried out in accordance with the terms and conditions of the Tender Documents); and
- (c) any presentations and demonstrations as may be requested by the Government after the Tender Closing Date.

18. Addendum

The Government may issue addendum to the terms and conditions set out in the Tender Documents before or after the Tender Closing Date. If such addendum is issued after the Tender Closing Date, Tenderers may be asked to confirm compliance with the addendum, failing which their tenders may be disqualified.

19. 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

The Government is not obliged to return any tender submissions to the Tenderers and documents submitted by unsuccessful Tenderers may be destroyed not less than three months after the Contract Commencement Date.

21. Consent to Disclose

- 21.1 The Government shall have the right (but no obligation to whomsoever) to disclose to the public or upon request by a member of the public (who might also have been a Tenderer) to disclose to such member, without further reference to the Successful Tenderer or any other Tenderers, information including these Tender Documents, the Tender Closing Date, particulars of the Contract, number of tenders received for the Contract, and the name and address of the Successful Tenderer, the description of the Services and the value of the Contract.
- 21.2 Nothing in Clause 21.1 shall prejudice the Government's power to disclose any information of whatsoever nature whether or not specified in Clause 21.1 if the disclosure is under any one of the following circumstances –
- (a) the disclosure of any information to any public officer or public body (as defined in the Interpretation and General Clauses Ordinance (Cap. 1)) or any other person employed, used or engaged by the Government (including advisers and consultants);
 - (b) the disclosure of any information already known to the recipient;
 - (c) the disclosure of any information which is public knowledge;
 - (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
 - (e) without prejudice to the power of the Government under Clause 21.1 and the afore-mentioned disclosures mentioned in (a) to (d), to the extent the information relates to a Tenderer, the disclosure has been made with the prior consent of the Tenderer.

22. Personal Data Provided

- 22.1 A Tenderer must be responsible for procuring all requisite consents from all relevant

individuals for the disclosure of their personal data in the tender submitted by that Tenderer, and acknowledgements from these individuals that their personal data may be disclosed by the Government for the purposes of evaluation of tenders, resolution of any dispute arising from this invitation to tender, administration and enforcement of the Contract. The persons to whom the personal data may be disclosed include officers within the Government, any professional advisers, consultants or contractors of the Government and tribunals or courts having jurisdiction to resolve any dispute.

- 22.2 Tenderers or the relevant individuals to whom such personal data belong shall have the right of access and correction with respect to personal data provided in sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap 486). The right of access includes the right to obtain a copy of the personal data provided in the tender. Enquiries concerning the personal data collected by means of the tender, including the making of access and correction, shall be addressed to –

Access to Information Officer
Social Welfare Department
9/F, Wu Chung House
213 Queen's Road East
Wan Chai
Hong Kong

Telephone : (852) 2892 5619
Facsimile : (852) 2151 0572
E-mail : daioenq@swd.gov.hk

23. Prevention of Bribery

Tenderer's attention is drawn to the Prevention of Bribery Ordinance (Cap. 201) in particular section 4 where it is provided, inter alia but without limitation, that any person, whether in Hong Kong or elsewhere, without lawful authority or reasonable excuse, offers any advantage to a public servant as an inducement to or reward for or otherwise on account of that public servant's assisting or favouring any person in the transaction of any business with a public body shall be guilty of an offence. Any contravention by a Tenderer of the Prevention of Bribery Ordinance (Cap. 201) will, without prejudice to other rights and claims of the Government against the Tenderer arising from such contravention, entitle the Government to disqualify its tender.

24. 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; (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.

25. Anti-collusion

25.1 By submitting a tender, the Tenderer represents and warrants that in relation to the tender –

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

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

- (a) reject the tender;
- (b) if the Government has accepted the tender, withdraw its acceptance of the tender; or
- (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 above.

25.4 Any breach of any of the representations and / or warranties in Clause 25.1 above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.

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 quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the Government in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause 25.1(a) above.

25.6 The rights of the Government under Clauses 25.2 to 25.4 above are in addition to and

without prejudice to any other rights or remedies available to it against the Tenderer.

26. Relevant Experience and Supervisory Experience

- 26.1 A Tenderer is required to provide documentary evidence to the satisfaction of the Government to prove that the requirements relating to the Relevant Experience and the Supervisory Experience are met failing which, the claimed experience will not be taken into account.
- 26.2 The following rules will be adopted in calculating and determining the validity of “experience” gained by a Service Director or a Professional Worker –
- (a) For the purpose of tender evaluation, the description of “humanitarian services” as set out in Clause 4.3(b)(i) shall apply to this Clause.
 - (b) The required experience will be counted according to the aggregate number of days of the Relevant Experience or the Supervisory Experience (as the case may be) during the past 20 years immediately preceding the original Tender Closing Date. As such, in calculating “the aggregate year of experience”, the total aggregate number of days of such experience will be divided by 365, being the number of days for a year. The calculation will be rounded to two decimal places. Figures larger than or equal to 0.005 will be rounded up to 0.01 whereas figures below 0.005 will be rounded down to 0. As an illustration, if the requirement is “an aggregate of at least three years” of experience, it will mean an individual shall have an aggregate of at least 1 095 days of experience, being 365 days × 3.
 - (c) The experience gained by a Service Director or a Professional Worker under different projects for provision of humanitarian services (“humanitarian service projects”) for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong will not be double-counted for those overlapping periods. Those overlapping periods will be counted in accordance with the following example –

| Humanitarian service projects | Service period | Service period without overlapping with the service period of another project | Number of days counted for accumulated experience |
|-------------------------------|---------------------|---|---|
| Project A | 16.4.2003-15.4.2005 | 16.4.2003-15.4.2005 | 731 days |
| Project B | 1.10.2004-31.3.2006 | 16.4.2005-31.3.2006 | 350 days |
| Project C | 1.1.2005-31.12.2006 | 1.4.2006-31.12.2006 | 275 days |
| | | Total: | 1 356 days |

Appendix 1

Technical Proposal

IMPORTANT points to note

Tenderers are advised to read the following notes carefully before they proceed to complete the Technical Proposal –

- (a) A Tenderer shall prepare the Technical Proposal using the form as set out in Appendix 1 and provide information and proposal for each item accordingly.
- (b) Information or materials copied direct from the Tender Documents without further elaboration will obtain no mark.
- (c) The Part A and Part B of the Technical Proposal shall not be more than 100 pages in A4 size paper for the main body (with margin not less than 25mm and character font size not less than 12). Pages not in the prescribed format may, at the Government's sole discretion, not be considered. Pages after the first 100 pages will be disregarded and the content thereof will **not** be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be subject to the specified page limit.
- (d) Complete and submit the Technical Proposal for each Service Region separately.
- (e) Duly complete the information and submit the document on all the sections / areas marked with “#” on or before the Tender Closing Date; otherwise, the tender will not be considered further as stipulated in Clause 5.4 of Terms of Tender.
- (f) The Technical Proposal is to be submitted in one sealed envelope to include Part A and Part B of Appendix 1, and the Items (1) and (2) of Appendix 3 to Terms of Tender.

Technical Proposal

This Technical Proposal and where applicable, all information, proposals, plans, and all other contents set out herein and all attachments hereto are given or offered by *me / us for the Contract in relation to Provision of Assistance for Non-refoulement Claimants in respect of Service Region *(Hong Kong and Islands / Kowloon / New Territories).

Part A – Tenderer’s information

| | | | | | | | |
|-----|--|-----|--|-----|---|-----|--|
| 1 | Name of the Tenderer: | | | | | | |
| 2 | <p>Business Entity and Registration Status of the Tenderer (a copy of the supporting document(s) where applicable shall be submitted):</p> <p><i>(Put a ✓ in the appropriate box below and assign a number for each Annex sequentially)</i></p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="308 1086 379 1384">(a)</td> <td data-bbox="379 1086 1388 1384"> <input type="checkbox"/> Incorporated under Companies Ordinance (Cap. 622) Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ </td> </tr> <tr> <td data-bbox="308 1384 379 1646">(b)</td> <td data-bbox="379 1384 1388 1646"> <input type="checkbox"/> Incorporated by Statute Relevant Ordinance is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ </td> </tr> <tr> <td data-bbox="308 1646 379 1939">(c)</td> <td data-bbox="379 1646 1388 1939"> <input type="checkbox"/> Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306) Relevant registration certificate is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ </td> </tr> </table> | (a) | <input type="checkbox"/> Incorporated under Companies Ordinance (Cap. 622) Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | (b) | <input type="checkbox"/> Incorporated by Statute Relevant Ordinance is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | (c) | <input type="checkbox"/> Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306) Relevant registration certificate is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ |
| (a) | <input type="checkbox"/> Incorporated under Companies Ordinance (Cap. 622) Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | | | | | | |
| (b) | <input type="checkbox"/> Incorporated by Statute Relevant Ordinance is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | | | | | | |
| (c) | <input type="checkbox"/> Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306) Relevant registration certificate is attached in Annex ____ Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | | | | | | |

| | | |
|---|---|---------------------------------|
| 3 | Head office and place of business of the Tenderer with address: | |
| | | |
| 4 | Authorised contact person of the Tenderer: | |
| | (a) | Name: |
| | (b) | Post: |
| | (c) | Address: |
| | (d) | Office Telephone Number: |
| | (e) | Fax Number: |
| | (f) | E-mail Address (if applicable): |

5²

☐ *I / We, being the Tenderer, hereby has / have an aggregate of at least three years of proven experience in providing humanitarian services for Non-refoulement Claimants and / or similar class of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date.

Please complete the following table:

| Humanitarian Service Project | Name of City/Country of the Service Project | Service Period | | Service Period without overlapping the service period of another project | | Number of days counted for accumulated experience |
|---|---|----------------|----|--|----|---|
| | | From | To | From | To | |
| | | | | | | |
| | | | | | | |
| Total: (a) | | | | | | (days) |
| Total number of years & days of experience : (i.e. (a) ÷ 365 days) | | | | | | (years) (days) |

For supporting documents required, please see Explanatory Note on Information and / or Documents to be Submitted for Technical Assessment in Appendix 4 to Terms of Tender.

In providing the supporting documents for Section No. 5 above, please complete the following table and submit the respective supporting documents together with the Technical Proposal.

| Serial No. | Name of Supporting Documents | Enclosure No. |
|------------|------------------------------|---------------|
| | | |
| | | |

* delete where inapplicable

- End of Part A -

² In providing information and supporting document on Tenderer's experience in this Section No. 5, please refer to Clause 4.3 of Terms of Tender

Part B – Service Plan

| Section | Service Plan (Information / Proposal) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|------------------------------|---|----------------|----|--|--|---|---|----|------|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------|--|--|--|--|--|--------|---|--|--|--|--|--|-------------------|------------|------------------------------|---------------|--|--|--|--|--|--|--|--|--|
| A | Tenderer's Experience | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A1 | <p>Number of aggregate years of proven experience of the Tenderer in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date.</p> <p>Please complete the following table³:</p> <p># Table A1:</p> <table border="1"> <thead> <tr> <th rowspan="2">Humanitarian Service Project</th><th rowspan="2">Name of City/Country of the Service Project</th><th colspan="2">Service Period</th><th colspan="2">Service Period without overlapping the service period of another project</th><th rowspan="2">Number of days counted for accumulated experience</th></tr> <tr> <th>From</th><th>To</th><th>From</th><th>To</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="6" style="text-align: right;">Total : (a)</td><td>(days)</td></tr> <tr> <td colspan="6" style="text-align: right;">Total number of years & days of experience : (i.e. (a) ÷ 365 days)</td><td>(years) (days)</td></tr> </tbody> </table> <p>For supporting documents required, please see Explanatory Note on Information and / or Documents to be Submitted for Technical Assessment in Appendix 4 to Terms of Tender.</p> <p>In providing the supporting documents for A1 above, please complete the following table and submit the respective supporting documents together with the Technical Proposal.</p> <table border="1"> <thead> <tr> <th>Serial No.</th><th>Name of Supporting Documents</th><th>Enclosure No.</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table> | Humanitarian Service Project | Name of City/Country of the Service Project | Service Period | | Service Period without overlapping the service period of another project | | Number of days counted for accumulated experience | From | To | From | To | | | | | | | | | | | | | | | Total : (a) | | | | | | (days) | Total number of years & days of experience : (i.e. (a) ÷ 365 days) | | | | | | (years) (days) | Serial No. | Name of Supporting Documents | Enclosure No. | | | | | | | | | |
| Humanitarian Service Project | Name of City/Country of the Service Project | | | Service Period | | Service Period without overlapping the service period of another project | | | Number of days counted for accumulated experience | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | From | To | From | To | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Total : (a) | | | | | | (days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total number of years & days of experience : (i.e. (a) ÷ 365 days) | | | | | | (years) (days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial No. | Name of Supporting Documents | Enclosure No. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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³ Please refer to the table in Clause 4.3 of the Terms of Tender for the example in counting the number of days for the aggregate years of experience of a Tenderer under different humanitarian services projects with overlapping periods

| A2 | <p>Number of aggregate years of Supervisory Experience of the proposed Service Director whose full name as _____ during the past 20 years immediately preceding the original Tender Closing Date.</p> | | | | | | |
|---|---|---|----------------------------|----|--|---------------|---|
| | <p>Please complete the following table⁴ :</p> | | | | | | |
| | <p># Table A2:</p> | | | | | | |
| | Humanitarian Service Project | Name of City/Country of the Service Project | Supervisory service period | | Service Period without overlapping the service period of another project | | Number of days counted for accumulated Supervisory Experience |
| | | | From | To | From | To | |
| | | | | | | | |
| | | | | | | | |
| | Total : (a) | | | | | | (days) |
| | Total number of years & days of experience : (i.e. (a) ÷ 365 days) | | | | | | (years) (days) |
| | <p>For supporting documents required, please see Explanatory Note on Information and / or Documents to be Submitted for Technical Assessment in Appendix 4 to Terms of Tender.</p> | | | | | | |
| <p>In providing the supporting documents for A2 above, please complete the following table and submit the respective supporting documents together with the Technical Proposal.</p> | | | | | | | |
| Serial No. | Name of Supporting Documents | | | | | Enclosure No. | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

⁴ Please refer to Clause 26 of the Terms of Tender for the calculation of Supervisory Experience

| | |
|----------|---|
| B | Quality of Services Proposed |
| B1 | <p>Quality of case assessment and implementation plan:</p> <p>(1) Procedures with time frame to process the request for the Services, including referral procedures to facilitate referrals from the SWD with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract</p> <p>(2) Procedures with time frame to complete an assessment of a Service User's eligibility for different types and levels of assistance, to verify a Service User's available resources and support, and to deliver the Services to a qualified Service User with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract</p> <p>(3) Procedures with time frame to complete the assessment of very urgent, vulnerable and needy cases with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract</p> <p>(4) Procedures with time frame to re-activate provision of the Services for Service Users whose assistance has been temporarily suspended for reasons such as detention, hospitalization, etc.</p> <p>(5) Case review mechanism and frequency to re-assess the eligibility and vulnerability of individual Service Users</p> <p>(6) Procedures to handle cases who are assessed to be ineligible for the Services or requiring the types of assistance beyond the ambit of the Services under the Contract</p> <p>(7) Contingency plan to receive an intake of a large number of cases, i.e. to intake in a month of more than 5% of the total number of Service Users as specified in Clause 4.1 of the Service Specifications for the Contract for the respective Service Region, including measures to speed up the assessment, handling and delivery of the Services to eligible Service Users</p> |

| | |
|----|--|
| B2 | Quality of accommodation service delivery plan: |
| | (1) Accommodation arrangement for adult singletons and families with or without children |
| | (2) Arrangement for payment of rent and utilities fees for electricity supply, water supply and gas provision |
| | (3) Arrangement for and methods to monitor disbursement and recovery of rental deposit and disbursement of property agent fee |
| | (4) Accommodation arrangement for vulnerable groups including unaccompanied minors, children in need of residential placement, victims of gender-based violence, and persons with mental and / or physical illness |
| | (5) Methods to monitor the condition of the Service Users in the accommodation (including the safety and hygiene condition of the accommodation) |
| | (6) Methods to handle suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee |
| | (7) Methods in handling emergency relocation cases |
| B3 | Quality of food service delivery plan: |
| | In the case of food coupons – |
| | (1) Measures to ensure the proper use of food coupons for the purchase of food only, excluding cigarette, alcoholic drinks, all non-food items (e.g. household products, etc), and medicine |

| | |
|----|--|
| | (2) Face value of coupons and terms and conditions of coupons (including validity date, non-transferable, non-cashable) in order to achieve the purpose of proper use of food coupons |
| | In the case of in-kind food assistance – |
| | (3) Submission of an in-kind food list to be provided to Service Users including dry ration, meat, fish, vegetable and fruit with due regard to the nutritious, cultural, religious and other specific needs such as food for ill-health persons |
| | (4) Food collection arrangement and frequency including special arrangements for those having difficulty to collect the food in bulk, having no appropriate food storage facilities and having place of residence not close to the food suppliers / vendors |
| | For both food coupons and in-kind food assistance – |
| | (5) Measures to monitor the distribution of in-kind food / food coupons according to the needs of Service Users (including proper records of in-kind food / food coupons distributed); and to prevent misuse of and to handle reports of misuse of in-kind food / food coupons |
| | (6) Geographical distribution of food suppliers / vendors for easy accessibility of Service Users to collect different types of in-kind food / use of food coupons |
| | (7) Mechanism to ensure fair and competitive procurement practices in the procurement of in-kind food / food coupons to achieve economic use of public money |
| B4 | Quality of arrangement plan for transportation allowance: |
| | (1) Mechanism to verify the needs of Service Users in transportation allowance for regular trips |

| | |
|----|---|
| | (2) Mechanism to verify the Service Users' request of additional transportation allowance |
| B5 | Quality of arrangement plan for clothing and other basic necessities: |
| | (1) Arrangement for clothing to cater for the needs of different types of Service Users, including babies, children, male and female, etc. |
| | (2) Arrangement for other basic necessities to be offered to different types of Service Users, including those of babies, children, women, etc. |
| B6 | Quality of arrangement plan to solicit community resources and support from relevant organisations, such as churches, charitable organisations and other non-governmental organisations, to facilitate the delivery of the following items: |
| | (1) Accommodation service |
| | (2) Food service |
| | (3) Clothing and other basic necessities |
| | (4) Transportation allowance |
| | (5) Support services (other than those covered in (1) to (4)) |
| #C | Human Resource Management |
| C1 | Commitment on Professional Worker-to-Service User ratio of not more than 130 |

| | |
|----|---|
| C2 | Commitment on Supporting Worker-to-Service User ratio of not more than 150 |
| C3 | Commitment on percentage of Professional Workers meeting the minimum academic qualification of having a bachelor degree in social work or counselling from a university in Hong Kong or equivalent, who have at least one aggregate year of Relevant Experience in working with Non-refoulement Claimants |

- End of Part B -

Part C – Declaration

Having read and understood all terms and conditions of the Tender Documents,

*I / we, (_____) being the Tenderer, hereby declare

(Name of Tenderer in Block Letters)

and warrant that all information given in or attached to this Tender Documents
(including this Technical Proposal) is true, complete and accurate.

Signed by _____)

(Name and Post of Authorised Signatory in Block Letters))

(Signature)

for and on behalf of the Tenderer

in the presence of and signed by _____)

(Name of Witness in Block Letters))

(Signature)

Date: _____

** delete where inapplicable*

- End of Part C –

Appendix 2

Price Proposal

IMPORTANT points to note

Tenderers are advised to read the following notes carefully before they proceed to complete the Price Proposal –

- (a) A Tenderer shall prepare the Price Proposal using the form as set out in Appendix 2.
- (b) A Tenderer shall take into account of Price Tendered in Clause 7 of the Terms of Tender in preparing for the Price Proposal.

(c) Setting the Proposed Unit Rate

A Tenderer shall take into account of the “Amount of Assistance” and the “Proportion Range” of each type of assistance in making a Man-day as described in Clause 5.2 and Clause 5.3 of the Service Specifications in setting the charge of direct assistance; and also the proportion of Total Service Fee to be spent in the provision of direct assistance with due regard to Clause 3.3 of the Conditions of Contract that not less than 77% of the Total Service Fee shall be spent in the provision of direct assistance as described in Clause 5.1 (a) to (d) of the Service Specifications. An example of calculating the Unit Rate is as below –

Charge for direct assistance –

(\$ Amount of Assistance (Accommodation)

+ \$ Amount of Assistance (Food)

+ \$ Amount of Assistance (an average of the range of Transportation allowance)

+ \$ Amount of Assistance (Utilities)

+ \$ Amount of Assistance (Clothing and other basic necessities)

× 12 months ÷ 365 days = **\$D (Direct assistance)**

Unit Rate = **\$D ÷ P %** (Proportion of Total Service Fee to be spent in direct assistance)

- (d) Complete and submit the Price Proposal for each Service Region separately.
- (e) The Price Proposal is to be submitted in one sealed envelope together with the Item (3) of Appendix 3 to Terms of Tender.

Price Proposal

Part A – Charges (All figures in Hong Kong dollars)

The Tenderer must provide below charges for the Services –

1. Charges for **one Man-day of the Services**: **HK\$** _____ (**Proposed Unit Rate**)
for _____ (**Service Region**)

| | | |
|---|--|--|
| 2 | Total Service Fee for providing the Total Man-days of the Service Region to be bid | |
| | i.e. HK\$ _____ | Unit Rate at paragraph 1 herein |
| | × (_____) | Total Man-days for the Service Region of (_____) |
| | = HK\$ _____ | |

- End of Part A -

Part B – Declaration

Having read and understood all documents constituting the Tender Documents,
*I / we (_____) being the Tenderer, hereby offer

(Name of Tenderer in Block Letters)

to provide such service price as indicated above for the Contract in respect of
Service Region (_____) on and subject to the terms and
conditions set out in the Contract.

Signed by _____)

(Name and Post of Authorised Signatory in Block Letters))

(Signature)

for and on behalf of the Tenderer

in the presence of and signed by _____)

(Name of Witness in Block Letters))

(Signature)

Date: _____

** delete where inapplicable*

- End of Part B -

Appendix 3

Financial Information

IMPORTANT points to note

The financial information in Item (1) and (2) below must be put into the sealed envelope of the “Technical Proposal” whereas the financial information in Item (3) below must be put into the sealed envelope of “Price Proposal”.

Financial Information

The Tenderer must provide all the information required hereunder. Failure to provide all such information may render a tender invalid.

(Put Item (1) and (2) into the sealed envelope of “Technical Proposal” as stated in Clause 6.1 of Terms of Tender.)

| Item | Financial Information as Required in accordance with Clause 10 of Terms of Tender |
|-------------|--|
| (1) | <p>Three financial years’ audited financial statements of the Tenderer (originals or copies certified by the Tenderer’s auditor)</p> <p><i>(Assign an Annex number sequentially)</i></p> |
| (2) | <p>Management accounts up to a period not earlier than three months before the Tender Closing Date</p> <p><i>(Assign an Annex number sequentially)</i></p> |

Financial Information

The Tenderer must provide all the information required hereunder. Failure to provide all such information may render a tender invalid.

(Put Item (3) into the sealed envelope of “Price Proposal” as stated in Clause 6.1 of Terms of Tender.)

| Item | Financial Information as Required in accordance with Clause 10 of Terms of Tender |
|-------------|---|
| (3) | <p>Projected Statement of Profit or Loss and Statement of Cash Flows for each Financial Year for the whole Contract Term, one for the Services and one for the organisation of the Tenderer as a whole (including the projections for the Services) that certified by the Tenderer’s chief executive or director.</p> <p><i>(Assign an Annex number sequentially)</i></p> |

Declaration

Having read and understood all terms and conditions of the Tender Documents,

*I / we (_____) being the Tenderer, hereby declare

(Name of Tenderer in Block Letters)

and warrant that all information given in or attached to this Tender Document
(including this Financial Information) is true, complete and accurate.

Signed by _____)

(Name and Post of Authorised Signatory in Block Letters))

(Signature)

for and on behalf of the Tenderer

in the presence of and signed by _____)

(Name of Witness in Block Letters))

(Signature)

Date: _____

** delete where inapplicable*

Appendix 4

Marking Scheme for Technical Assessment

Marking Scheme for Technical Assessment

| Assessment Criteria/Sub-criteria | | Maximum Marks | Marks Attained |
|----------------------------------|---|---------------|--|
| (A) Tenderer's Experience | | | |
| A1 | Number of aggregate years of proven experience ⁵ of the Tenderer in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong in excess of 3 years during the past 20 years immediately preceding the original Tender Closing Date | 5 | <p>Having regard to the information provided in Section (A1) under Part B of the Technical Proposal and the supporting documents as required in Explanatory Note (a)(i) below</p> <p>‘5’ >7 years ‘4’ >6 years to = 7 years ‘3’ >5 years to = 6 years ‘2’ >4 years to = 5 years ‘1’ >3 years to = 4 years ‘0’ ≤3 years</p> |
| A2 | Number of aggregate years of Supervisory Experience of the proposed Service Director during the past 20 years immediately preceding the original Tender Closing Date | 5 | <p>Having regard to the information provided in Section (A2) under Part B of the Technical Proposal and the supporting documents as required in Explanatory Note (a)(ii) below</p> <p>‘5’ >7 years ‘4’ >6 years to = 7 years ‘3’ >5 years to = 6 years ‘2’ >4 years to = 5 years ‘1’ >3 year to = 4 years ‘0’ ≤3 years</p> |

⁵ Please refer of Clause 4.3 of Terms of Tender, which are applicable to Assessment Sub-criteria A1.

| Assessment Criteria/Sub-criteria | | Maximum Marks | Marks Attained |
|---|--|---------------|---|
| (B) Quality of Services Proposed | | | |
| B1 | Quality of case assessment and implementation plan | 20 | <p>Having regard to the information provided in Section (B1) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(i) below and see Note 1 for Sub-criteria B1 to B3 and B6</p> <p>‘20’ : excellent ‘16’ : very good ‘12’ : good ‘8’ : average ‘4’ : fair ‘0’ : not feasible</p> |
| B2 | Quality of accommodation service delivery plan | 20 | <p>Having regard to the information provided in Section (B2) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(ii) below and see Note 1 for Sub-criteria B1 to B3 and B6</p> <p>‘20’ : excellent ‘16’ : very good ‘12’ : good ‘8’ : average ‘4’ : fair ‘0’ : not feasible</p> |
| B3 | Quality of food service delivery plan | 20 | <p>Having regard to the information provided in Section (B3) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(iii) below and see Note 1 for Sub-criteria B1 to B3 and B6</p> <p>‘20’ : excellent</p> |

| Assessment Criteria/Sub-criteria | | Maximum Marks | Marks Attained |
|----------------------------------|--|---------------|--|
| | | | '16' : very good '12' : good '8' : average '4' : fair '0' : not feasible |
| B4 | Quality of arrangement plan for transportation allowance | 5 | Having regard to the information provided in Section (B4) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(iv) below and see Note 2 for Sub-criteria B4 to B5 '5' : excellent '4' : very good '3' : good '2' : average '1' : fair '0' : not feasible |
| B5 | Quality of arrangement plan for clothing and other basic necessities | 5 | Having regard to the information provided in Section (B5) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(v) below and see Note 2 for Sub-criteria B4 to B5 '5' : excellent '4' : very good '3' : good '2' : average '1' : fair '0' : not feasible |

| | | | |
|-------------------------------|--|---|--|
| B6 | Quality of arrangement plan to solicit community resources and support | 5 | <p>Having regard to the information provided in Section (B6) under Part B of the Technical Proposal in accordance with Explanatory Note (c)(vi) below and see Note 1 for Sub-criteria B1 to B3 and B6</p> <p>‘5’ : excellent ‘4’ : very good ‘3’ : good ‘2’ : average ‘1’ : fair ‘0’ : not feasible</p> |
| (C) Human Resource Management | | | |
| C1 | Commitment on Professional Worker-to-Service User ratio of not more than 130 | 6 | <p>Having regard to the information provided in Section (C1) under Part B of the Technical Proposal in accordance with Explanatory Note (d)(1) below</p> <p>‘6’ 1:<110 ‘5’ 1: 110 - <114 ‘4’ 1:114 - <118 ‘3’ 1:118 - <122 ‘2’ 1:122 - <126 ‘1’ 1:126 - <130 ‘0’ ≥1:130</p> |
| C2 | Commitment on Supporting Worker-to-Service User ratio of not more than 150 | 4 | <p>Having regard to the information provided in Section (C2) under Part B of the Technical Proposal and in accordance with Explanatory Note (d)(2) below</p> <p>‘4’ 1: <120 ‘3’ 1:120 - <130 ‘2’ 1:130 - <140 ‘1’ 1:140 - <150 ‘0’ ≥1:150</p> |

| | | | |
|---|--|---|--|
| C3 | Commitment on percentage of Professional Workers having at least one aggregate year of Relevant Experience | 5 | <p>Having regard to the information provided in Section (C3) under Part B of the Technical Proposal and in accordance with Explanatory Note (d) (3) below</p> <p>‘5’ >70%</p> <p>‘4’ >65% to 70%</p> <p>‘3’ >60% to 65%</p> <p>‘2’ >55% to 60%</p> <p>‘1’ >50% to 55%</p> <p>‘0’ ≤50%</p> |
| <p>Total Technical Mark = 100 (maximum) (50 = passing mark)</p> | | | |

Note 1 for Sub-criteria B1 to B3 and B6

“excellent” means the proposed plan is practicable and provides detailed information on all items listed in the below Explanatory Note relevant to the corresponding Assessment Sub-criterion (“the relevant Explanatory Note”) as well as good suggestion(s) on at least one of the items marked with “*” (for Assessment Sub-criteria B1 to B3 and B6) in the relevant Clause.

“very good” means the proposed plan is practicable and provides detailed information on more than half of the items listed in the relevant Explanatory Note and brief information on the remaining items, if any, but without any good suggestions.

“good” means the proposed plan is practicable and provides detailed information on half of the items listed in the relevant Explanatory Note and brief information on the remaining items.

“average” means the proposed plan is practicable and provides detailed information on less than half of the items listed in the relevant Explanatory Note and brief information on the remaining items.

“fair” means the proposed plan is practicable and provides brief information on all of the items listed in the relevant Explanatory Note.

“not feasible” means the proposed plan is not practicable or provides no information on any one of the items listed in the relevant Explanatory Note.

The meanings of "more than half", "half" and "less than half" of the items of the respective plans are as below –

| | Case assessment and implementation plan / Accommodation service delivery plan / Food service delivery plan | Arrangement plan to solicit community resources and support |
|----------------|---|--|
| More than half | 4 or above | 3 or above |
| Half | 3 | 2 |
| Less than half | 1 or 2 | 1 |

Note 2 for Sub-criteria B4 and B5

“excellent” means the proposed plan is practicable and provides detailed information on both items listed in the below Explanatory Note relevant to the corresponding Assessment Sub-criterion (“the relevant Explanatory Note”) as well as good suggestion on both items in the relevant Clause.

“very good” means the proposed plan is practicable and provides detailed information on both items listed in the relevant Explanatory Note with good suggestion on any one item in the relevant Explanatory Note.

“good” means the proposed plan is practicable and provides detailed information on both items listed in the relevant Explanatory Note.

“average” means the proposed plan is practicable and provides detailed information on one item listed in the relevant Explanatory Note and brief information on the remaining item .

“fair” means the proposed plan is practicable and provides brief information on both items listed in the relevant Explanatory Note.

“not feasible” means the proposed plan is not practicable or provides no information on any one item listed in the relevant Explanatory Note.

Explanatory Note on Information and / or Documents to be Submitted for Technical Assessment

(a) Information on the Tenderer’s Experience

- (i) Supporting documents to prove all aggregate periods of experience of the Tenderer in providing humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date including but not limited to the following–

- (1) documents showing the city / country where the humanitarian services are / were provided
- (2) documents showing the commencement and end dates of humanitarian services provided
- (3) documents / service pamphlets showing the scope of services, nature of humanitarian services provided and types of clients served

- (ii) Supporting documents to prove all aggregate periods of Supervisory Experience of the proposed Service Director in supervising the provision of humanitarian services for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date including but not limited to the following –
 - (1) documents showing the city / country where the Supervisory Experience was gained
 - (2) organisation chart(s)
 - (3) duty list(s)
 - (4) copy / copies of employment letters showing the duration of employment
 - (5) copy / copies of certificate(s) of the academic qualification attained
- (b) If a Tenderer fails to submit the supporting documents mentioned in Explanatory Note(a)(i) and (ii) above before the Tender Closing Date, it may be requested to submit such information to the Government within five (5) Working Days from the date of request or such other period as specified in the request. If a Tenderer fails to comply with such request or the supporting documents submitted are not acceptable to the Government, the Government may, at its discretion but not an obligation, proceed to evaluate the tender on an as is basis or disqualify the Tenderer.
- (c) Information on Quality of Services Proposed
 - (i) Case assessment and implementation plan shall include the following items–
 - (1)* Procedures with time frame to process the request for the Services, including referral procedures to facilitate referrals from the SWD with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract
 - (2)* Procedures with time frame to complete an assessment of a Service User's eligibility for different types and levels of assistance, to verify a Service User's available resources and support, and to deliver the Services to a qualified Service User with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract
 - (3)* Procedures with time frame to complete the assessment of very urgent, vulnerable and needy cases with due regard to the requirements set out in Clause 2.2(e) of the Conditions of Contract
 - (4) Procedures with time frame to re-activate provision of the Services for Service Users whose assistance has been temporarily suspended for reasons such as detention, hospitalization, etc.
 - (5) Case review mechanism and frequency to re-assess the eligibility and vulnerability of individual Service Users
 - (6) Procedures to handle cases who are assessed to be ineligible for the Services or requiring the types of assistance beyond the ambit of the Services under the Contract
 - (7)* Contingency plan to receive an intake of a large number of cases, i.e. an intake in a month of more than 5% of the total number of Service Users as specified in Clause 4.1 of the Service Specifications for the Contract for the respective Service Region, including measures to speed up the

assessment, handling and delivery of the Services to eligible Service Users

(ii) Accommodation service delivery plan shall include the following items –

- (1) Accommodation arrangement for adult singletons and families with or without children
- (2) Arrangement for payment of rent and utilities fees for electricity supply, water supply and gas provision
- (3)* Arrangement for and methods to monitor disbursement and recovery of rental deposit and disbursement of property agent fee
- (4)* Accommodation arrangement for vulnerable groups including unaccompanied minors, children in need of residential placement, victims of gender-based violence, and persons with mental and / or physical illness
- (5)* Methods to monitor the condition of the Service Users in the accommodation (including the safety and hygiene condition of the accommodation)
- (6) Methods to handle suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee
- (7) Methods in handling emergency relocation cases

(iii) Food service delivery plan shall include the following items –

In the case of food coupons –

- (1)* Measures to ensure the proper use of food coupons for the purchase of food only, excluding cigarette, alcoholic drinks, all non-food items (e.g. household products, etc.), and medicine
- (2)* Face value of coupons and terms and conditions of coupons (including validity date, non-transferable, non-cashable) in order to achieve the purpose of proper use of food coupons

In the case of in-kind food assistance –

- (3)* Submission of an in-kind food list to be provided to Service Users including dry ration, meat, fish, vegetable and fruit with due regard to the nutritious, cultural, religious and other specific needs of Service Users such as food for ill-health persons
- (4) Food collection arrangement and frequency including special arrangements for those having difficulty to collect the food in bulk, having no appropriate food storage facilities and having place of residence not close to the food suppliers / vendors

For both food coupons and in-kind food assistance –

- (5)* Measures to monitor the distribution of in-kind food / food coupons according to needs of Service Users (including proper records of in-kind food / food coupons distributed); and to prevent misuse of and to handle reports of misuse of in-kind food / food coupons

- (6) Geographical distribution of food suppliers / vendors for easy accessibility of Service Users to collect different types of in-kind food / use of food coupons
 - (7) Mechanism to ensure fair and competitive procurement practices in the procurement of in-kind food / food coupons to achieve economic use of public money
- (iv) Arrangement plan for transportation allowance shall include the following items –
 - (1) Mechanism to verify the needs of Service Users in transportation allowance for regular trips
 - (2) Mechanism to verify Service Users' request of additional transportation allowance
- (v) Arrangement for clothing and other basic necessities shall include the following items –
 - (1) Arrangement for clothing to cater for the needs of different types of Service Users, including babies, children, male and female, etc.
 - (2) Arrangement for other basic necessities to be offered to different types of Service Users, including babies, children, women, etc.
- (vi) Arrangement plan to solicit community resources and support from relevant organisations, such as churches, charitable organisations and other non-governmental organisations, to facilitate the delivery of the following items –
 - (1)* Accommodation service
 - (2)* Food service
 - (3) Clothing and other basic necessities
 - (4) Transportation allowance
 - (5)* Support services (other than those covered in (1) to (4))
- (d) Information on Human Resource Management
 - (1) Commitment on Professional Worker-to-Service User ratio of not more than 130
 - (2) Commitment on Supporting Worker-to-Service User ratio of not more than 150
 - (3) Commitment on percentage of Professional Workers meeting the minimum academic qualification of having a bachelor degree in social work or counseling from a university in Hong Kong or equivalent, who have at least one aggregate year of Relevant Experience in working with Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection outside Hong Kong

Appendix 5

Sample Scenario **for Rules of Tender Acceptance**

Sample Scenario for Rules of Tender Acceptance

Example 1 : T1 is awarded two Contracts (i.e. Contract B and Contract C) under Phase 1 and its bid for Contract A will not be further considered under Phase 2 due to the restriction in Clause 9.14 of the Terms of Tender. In this scenario, Contract A will be awarded to T2 which attains the 2nd highest total weighted mark under Phase 2.

| Tenderer Ranking | Contract A | Contract B | Contract C |
|-----------------------------------|-------------------|-------------------|-------------------|
| R1 | T1 ✕ | T1 ✓ | T1 ✓ |
| R2 | T2 ✓ | - | - |
| R3 | T3 ✕ | - | - |

Phase 1 : T1 is awarded Contract B and Contract C

Phase 2 : T2 is awarded Contract A

Example 2 : T1 is awarded one Contract (i.e. Contract B) under Phase 1. Under Phase 2, T1's bids for the other two Contracts (i.e. Contract A and Contract C) will be combined with the tenders which attain the second highest total weighted mark and offer the Total Service Fees which are considered reasonable by the Government in the two Contracts (i.e. T2's tender for Contract A and T4's tender for Contract C) to work out the following two possible combinations based on the Total Service Fees of the Contracts and the tenders in the combinations which is least costly to the Government will normally be recommended for acceptance in accordance with Clause 9.15.6 of Terms of Tender –

Combination x: Contract A awarded to T1 + Contract C awarded to T4. The aggregate Total Service Fees for the two Contracts is \$210 million.

Combination y: Contract A awarded to T2 + Contract C awarded to T1. The aggregate Total Service Fees for the two Contracts is \$240 million.

In this scenario, combination x will be least costly to the Government and hence T1 will be awarded Contract A and T4 will be awarded Contract C under Phase 2.

| Tenderer Ranking | Contract A | Contract B | Contract C |
|-----------------------------|---|---|---|
| R1 | T1 ✓ (Total Service Fee: \$90 million) | T1 ✓ (Total Service Fee: \$200 million) | T1 ✗ (Total Service Fee: \$130 million) |
| R2 | T2 ✗ (Total Service Fee: \$110 million) | - | T4 ✓ (Total Service Fee: \$120 million) |
| R3 | T5 ✗ | - | T6 ✗ |

Phase 1 : T1 is awarded Contract B

Phase 2 : T1 is awarded Contract A and T4 is awarded Contract C which is the least costly combination to the Government in accordance with Clause 9.15.6

Example 3 : T1 had bid for all three Contracts with more than one Shortlisted Tender received and its bids attain the highest total weighted mark in all three Contracts with the Total Service Fees offered for the Contracts being considered reasonable by the Government. In order to determine which two contracts should be awarded to T1 due to the restrictions in Clause 9.14 of Terms of Tender, all three tenders by T1 will be combined with the tenders which attain the second highest total weighted mark and offer the Total Service Fees which are considered reasonable by the Government in the three Contracts to work out the following three possible combinations based on the Total Service Fees of the Contracts and the tenders in the combination which is least costly to the Government will normally be recommended for acceptance in accordance with Clause 9.15.7 of Terms of Tender, subject to the restriction in Clause 9.14 –

Combination xx: Contracts A and B awarded to T1 + Contract C awarded to T4. The aggregate Total Service Fees for the three Contracts is \$410 million.

Combination yy: Contracts A and C awarded to T1 + Contract B awarded to T3. The aggregate Total Service Fees for the three Contracts is \$470 million.

Combination zz: Contract A awarded to T2 + Contracts B and C awarded to T1. The aggregate Total Service Fees for the three Contracts is \$440 million.

In this scenario, combination xx is least costly to the Government and hence T1 will be awarded Contract A and Contract B and T4 will be awarded Contract C under Phase 2.

| Tenderer Ranking | Contract(A) | Contract (B) | Contract (C) |
|-----------------------------------|---|---|---|
| R1 | T1 ✓ (Total Service Fee:\$90 million) | T1 ✓ (Total Service Fee:\$200 million) | T1 ✗ (Total Service Fee : \$130 million) |
| R2 | T2 ✗ (Total Service Fee:\$110 million) | T3 ✗ (Total Service Fee:\$250 million) | T4 ✓ (Total Service Fee : \$120 million) |
| R3 | T5 ✗ | - | T6 ✗ |

Phase 1 : Not applicable

Phase 2 : T1 is awarded Contract A and Contract B whereas T4 is awarded Contract C which is the least costly combination to Government in accordance with Clause 9.15.7

Appendix 6

Form of Bank Guarantee

Bank Guarantee

THIS GUARANTEE is made the day of 20...

BETWEEN

- (1) [name of the bank], a bank within a meaning of the Banking Ordinance (Cap. 155) (hereinafter called the “Guarantor”) of the one part; and
- (2) The Government of the Hong Kong Special Administrative Region (hereinafter called the “Government”) of the other part.

WHEREAS

(A) By a Contract (Service Contract Number:) as referred in the Tender Documents issued by the Government pursuant to an invitation to tender (Service Tender Reference: SWD/T003/2014) (hereinafter called the “Contract”) to be entered into between of (hereinafter called the “Contractor”) of the one part and the Government of the other part, the Contractor agreed and undertook to provide the Services of (Service Region) on and subject to the terms and conditions of the Contract.

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

Now the Guarantor HEREBY AGREES with the Government as follows –

- (1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.
- (2) In consideration of the Government entering into the Contract with the Contractor –
 - (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of its obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of its obligations, terms, conditions, stipulations or provision of the Contract.
 - (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform

fully or promptly any of its 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 Contractor or from its estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of such all 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

(3) This Guarantee shall not be affected by any change of name or status in the organisation described as "the Contractor " or where "the Contractor" 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 Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

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

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and / or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or subcontracting by the Contractor of any or all of its 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 the express release of its obligations.

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

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

(a) the date falling twelve months after the expiry of the Contract; or

(b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

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

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

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

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People’s Republic of China (“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 Social Welfare Department, Room 721, 7/F, Wu Chung House, 213 Queen’s Road East, Wan Chai, Hong Kong, marked for the attention of Chief Social Work Officer (Family and Child Welfare)¹, facsimile number (852) 2833 5840;

(b) upon the Guarantor, at, Hong Kong, marked for the attention of, facsimile number

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective

(a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if 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) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed HK\$..... (Hong Kong Dollars).

(15) The Guarantor hereby acknowledges that –

(a) the Guarantor has read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee; and

(b) no Government officer is authorised to advise on, make representations regarding or amend the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantorhas caused its Common Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal] of the said)
Guarantor was hereunto affixed in the)
presence of)
)

@ Signed Sealed and Delivered for and on)
behalf of and as lawful attorney of the)
Guarantor under power of attorney date)
and deed of delegation)
datedby and in the)
presence of)

* *Please delete as appropriate*

@ *See Powers of Attorney Ordinance (Cap. 31)*

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

Appendix 7

Reply Slip for the Briefing Session of the Invitation to Tenders

Reply Slip for the Briefing Session of the Invitation to Tenders

To : Director of Social Welfare
(Note 1) (Attn.: Senior Social Work Officer (Family) 1)
Fax No.: (852) 2833 5840

Tender Reference: SWD/T003/2014
Provision of Assistance for
Non-refoulement Claimants

*I / We would like to attend the briefing session to be held at 3:30 p.m. on 5 December 2014 (Friday) at Room 918, 9/F., Wu Chung House, 213 Queen's Road East, Wan Chai, Hong Kong.

| <u>Full Name of Attendee(s)</u> ^(Note 2) | <u>Post / Title</u> |
|---|---------------------|
| Mr./Mrs./Ms./Miss _____ | _____ |
| Mr./Mrs./Ms./Miss _____ | _____ |
| Name of Company / Organisation : | _____ |
| Address of Company / Organisation : | _____ |
| Full Name of Authorised Person & Post / Title : | _____ |
| Office Telephone No. : | _____ |
| Mobile Phone No. : | _____ |
| Fax No. : | _____ |
| Email Address : | _____ |

- Note :
- 1 Please complete and fax this reply slip to (852) 2833 5840 on or before 5:00 p.m. on 3 December 2014 (Wednesday).
 - 2 Tenderers can register no more than two representatives for the briefing session. All questions for clarification at the briefing session must be submitted in writing in the manner as stipulated in Clause 3 of Terms of Tender on or before 5:00 p.m. on 3 December 2014 (Wednesday). Late submission may jeopardise a Tenderer chance to attend the Briefing Session.

**delete where inapplicable*

Part II – Offer to be Bound

*I / We, () being the Tenderer, have read and understood
(Name of Tenderer in Block Letters)

all terms and conditions of the Tender Documents (Government Service Tender Reference : SWD/T003/2014), and agree to be bound by all terms and conditions set out therein.

*I / We HEREBY OFFER to carry out the whole of the Services in respect of Service Region () which may, during the Contract Term or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by *me / us in the Price Proposal free of all other charges, subject to and in accordance with the Tender Documents and all other attachments thereof.

*I am / We are duly authorized to bind the Tenderer by *my / our signature(s).

The *registered office / principal place of business of the Tenderer is situated at.....
.....

Signed by _____)
(Name and Post of Authorised Signatory in Block Letters))

for and on behalf of the Tenderer

in the presence of and signed by _____)
(Name of Witness in Block Letters))



(Company Chop)

Date: _____

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

Appendix 8

Sample of Offer to be Bound

Offer to be Bound

Part II – Offer to be Bound

*I / ~~We~~, (ABC Agency) being the Tenderer, have read and understood
(Name of Tenderer in Block Letters)

all terms and conditions of the Tender Documents (Government Service Tender Reference : SWD/T003/2014), and agree to be bound by all terms and conditions set out therein.

*I / ~~We~~ HEREBY OFFER to carry out the whole of the Services in respect of Service Region (Kowloon Region) which may, during the Contract Term or any extension thereto be required, by or on behalf of the Government Representative to be carried out, at the prices quoted by *me / ~~us~~ in the Price Proposal free of all other charges, subject to and in accordance with the Tender Documents and all other attachments thereof.

*I am / ~~We are~~ duly authorized to bind the Tenderer by *my / ~~our~~ signature(s).

The *registered office/principal place of business of the Tenderer is situated at Room 921, 9/F, Good Building, 300 Nathan Road, Kowloon.

Signed by Chan Tai Man, Chief Executive
(Name and Post of Authorised Signatory in Block Letters)

Chan

Authorised Signatory signs here

for and on behalf of the Tenderer

in the presence of and signed by Wong Ming Ming
(Name of Witness in Block Letters)

Wong Ming Ming

Witness signs here



(Company Chop)

Company Chop stamps here

Date: 5.1.2015

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

It shall tally with the "Name of the Tenderer" specified in the Technical Proposal submitted in the form of Appendix 1 to the Terms of Tender.

Please specify the service region

Please specify the address of the Tenderer

Part III –Memorandum of Acceptance

The Tender Document (Ref: SWD/T003/2014) and your Tender submitted in response thereto refer.

On behalf of the Government of the Hong Kong Special Administrative Region of the People's Republic of China,

I _____
(name and position of officer)

accept your tender for the Contract. A copy of each document constituting the Contract is hereby attached for identification purposes.

For and on behalf of the Government of the Hong Kong Special Administrative Region of the People's Republic of China

Signed by _____
Assistant Director of Social Welfare (Family & Child Welfare)

in the presence of _____

Date: _____

Part IV – Conditions of Contract

1. Contract Term

- 1.1 The term of the Contract shall last for two (2) years from the Contract Commencement Date unless terminated earlier pursuant to other provisions of the Contract.
- 1.2 The Government may, subject to Clause 1.3 herein, at any time while the Contract remains valid, by notice in writing issued by the Government Representative, make such reasonable variations / modifications to the Service Plan in Schedule 1 to the Conditions of Contract and / or the Service Specifications as he shall deem necessary and the Contractor shall provide the Services in accordance with such variations / modifications as the case may be.
- 1.3 Where any variation / modification under Clause 1.2 herein shall render the continued provision of the Services at the Unit Rate unfair and unjust, the parties to the Contract shall in good faith agree on an adjustment to the Unit Rate.
- 1.4 In the event the Contractor has completed the provision of Services for the Total Man-days for the respective Service Region before the end of the Contract Term, the Contractor shall, upon receipt of a notification in writing by the Government Representative, shall continue to provide the Services on an “as-and-when-required” basis and insofar as they are applicable, subject to and on the same terms and conditions of the Contract.
- 1.5 For the avoidance of doubt, all terms and conditions of the Contract shall be complied with, fulfilled and observed by the Contractor throughout the Contract Term.

2. Contractor’s Obligations

- 2.1 The Contractor shall within one month after the date of the Letter of Conditional Acceptance or within the period as agreed by the Government Representative submit for the approval by the Government Representative proposals on –
 - (a) a monitoring system (including an operational guideline, the assessment criteria for ascertaining whether a person is qualified as a Service User, the procedure for handling a Service User’s case, including case transfer among Contractors of different regions, and the procedures for terminating the provision of the Services to a Service User);
 - (b) a case checking system to avoid duplicated service among different Contractors (e.g. Contractor shall equip a designated telephone line for case checking and set up a database containing Service Users’ essential particulars to be shared among Contractors on regular basis. Contractors have to submit the related data files to the Department regularly for monitoring purpose as well as further case checking with the related Contractors as and when necessary);

- (c) a quality management system, which includes quality planning, monitoring, risk and contingency management with written protocol to deal with any emergency situations faced by Service Users and plan for ensuring continuity of the Services provided. It should cover, but not limited to the situations to handle the large amount of new service referrals within a short period, crisis management for Service Users and their families with sudden ill health, urgent child care and accommodation problems;
- (d) an internal control system with clear level of accountability to ensure that all records and information kept by the Contractor in relation to the activities and performance of the Services are complete, accurate and genuine and to ensure due and proper reporting of all information relating to the Services;
- (e) an internal control system to comply with the Personal Data (Privacy) Ordinance, (Cap. 486) on controlling, holding, processing and use of personal data relating to Service Users and enables Service Users to request access to and correction of any personal data relating to them with a code of conduct on protection of the Services and Service Users' information;
- (f) a system for control of payment and recovery of rental deposit and payment of property agent fee for Service Users eligible for rental assistance to secure their accommodation. The system shall include proper guidelines on eligibility, procedures, the level of the Contractor's staff responsible for giving the approval, payment method and monitoring mechanism;
- (g) a system for open and fair procedures for procurement of goods and services, inventory control and handling of receipts and payment;
- (h) a system for control on payment of transportation allowance to Service Users to meet transportation expenses corresponding to their location of residence and the number of routine journeys. The system shall include proper recording of amount of transportation allowance paid to Service Users, procedures for seeking internal approval prior to adjustment of transportation allowance, the level of the Contractor's staff responsible for giving the approval, and monitoring mechanism;
- (i) a system for control on distribution, usage and preventive measure of misuse of food coupons to Service Users. The system shall include proper recording of number of food coupons issued, ways of checking the use of food coupons for foods only and procedures of handling cases with record of misuse as well as the level of the Contractor's staff responsible for giving the approval and monitoring mechanism;
- (j) a system for informing Service Users the criteria for assessing their eligibility, the type and level of Services to be received; the time pledges for assessment and getting the Services and for handling complaints; and the anti-bribery warning against solicitation of service fees in signing and renewal of service agreement;
- (k) a system for collecting and handling all feedback and complaints from Service Users and other related parties and responding to such complaints within one month after the date of the Contractor's receipt of the complaint; and

- (l) a system for open and fair procedures for staff recruitment procedures.
- 2.2 The Contractor shall, upon receiving referrals from SWD, arrange assessment of the person(s) comprised in such referrals in accordance with the provisions of this clause –
- (a) Service Users should satisfy all the conditions set out below –
 - (i) the person is a Non-refoulement Claimant, or a Mandate Refugee, including those whose non-refoulement claim has been finally determined but is remaining in Hong Kong pending deportation / removal; and
 - (ii) the person has proved to the satisfaction of the Contractor that he has been deprived of his basic needs.
 - (b) The Contractor shall provide Services to Service Users who are within its own boundary as stipulated in **Annex 1** to the Service Specifications as referred from SWD and other Contractors.
 - (c) Without prejudice to Clause 2.2(b) herein, apart from those Service Users within its service boundary, the Contractor is also required to serve Service Users outside its service boundary as stipulated in **Annex 1** to the Service Specifications, if considered necessary by the Government. If such situation arises, the Contractor will be informed by the Government by a written notice.
 - (d) The Contractor shall assess the nature and extent of the Services that should be provided to a Service User (including the level and type of assistance that should be provided to a Service User).
 - (e) The Contractor shall conduct and complete an assessment on whether a person is qualified as a Service User and, if the person is so qualified, the nature and extent of the Services that should be provided to that person within ten (10) Working Days upon its receipt of a referral from SWD provided that the Contractor shall give special priority to very urgent, vulnerable and needy cases as requested by appropriate authority and complete the assessment promptly and in any event no later than three (3) Working Days after its receipt of the request or the referral.
 - (f) The Contractor shall critically review the situation of each Service User at least once every three months and re-assess his eligibility for the Services.
- 2.3 The Contractor shall immediately cease to provide the Services to a Service User if any of the following occurs –
- (a) notification by the Service User that the Services are no longer required;
 - (b) the Service User has been transferred to another Contractor or is found to have received the Services from another Contractor;
 - (c) notification from the Government Representative that the Services to the Service User are to be ceased;

- (d) the Service User is assessed by the Contractor to be no longer eligible for or in need of the Services;
 - (e) the Service User has obtained similar services to the Services from other sources;
 - (f) the Service User leaves Hong Kong;
 - (g) the Service User passes away; or
 - (h) subject to the Contractor having obtained the Government's prior written consent, other reasons as the Contractor deems just.
- 2.4 The Contractor shall commence to provide the Services on the Contract Commencement Date.
- 2.5 The Contractor shall keep complete, accurate and up-to-date records of the profile of each Service User.
- 2.6 The Contractor shall submit to the Government Representative a service statistics report on a monthly basis, by every 10th day of each month, to provide information as listed out in Annex 2 to the Service Specifications.
- 2.7 The Contractor shall comply with the Personal Data (Privacy) Ordinance (Cap. 486) in handling the personal data of the Service Users.
- 2.8 (a) The Contractor shall throughout the Contract Term employ and maintain –
- (i) a Service Director in compliance of Schedule 1 to the Conditions of Contract; and
 - (ii) a team of Professional Workers, who also have Relevant Experience, in compliance of the Professional Worker-to-Service User ratio as specified in Schedule 1 to the Conditions of Contract.
- (b) The Government reserves the right to require replacement of the Service Director. The Contractor shall obtain the Government Representative's prior written approval for any addition to or change or replacement of the Service Director.
- (c) In the event of the death, incapacity or termination of employment of the Service Director before the end of Contract Term, the Contractor shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual concerned. The Contractor shall ensure and warrant that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Contractor shall without delay forward the curriculum vitae of the proposed substitute or replacement to the Government and shall warrant that it is substantially complete and accurate in all material respects. The deployment of such

substitute or replacement shall be subject to the Government's written consent.

- (d) The appointment or replacement of Service Director shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, omissions, defaults and neglects of his Contractor's employee as fully as they were the acts, omission, defaults or neglects of the Contractor.
- (e) The Contractor shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of the Service Director.
- (f) The Contractor warrants that the Services shall be provided in a professional manner and that the Contractor, the Service Director and any other persons employed or engaged by it and any sub-contractor of the Contractor or person concerned with the same shall use all necessary skill, care and diligence in the discharge of the duties.

3. Total Service Fee

- 3.1 Subject to the other provisions of this Contract and to the Contractor's due and proper performance of the Total Man-days of the Services in accordance with the Contract and to the satisfaction of the Government, the Government shall pay the Contractor the fixed lump sum Total Service Fee in accordance with the payment schedule set out in Clause 4.
- 3.2 The service fee shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services, including the cost of staffing, material, delivery (including transportation and travelling), overheads (including the cost of effecting insurance, contribution to the Mandatory Provident Fund), administration, management, rent, and rates and costs for implementing any transitional arrangements.
- 3.3 The Contractor undertakes that not less than 77% of the Total Service Fee shall be spent in the provision of direct assistance as described in Clause 5.1(a) to (d) of the Service Specifications.
- 3.4 The Unit Rate shall be adjusted from the thirteenth (13th) month after the Contract Commencement Date as directed by the Government with reference to the average Consumer Price Index (A) published by the Government. The Government may waive any downward adjustment at its sole discretion. The Contractor shall thereafter adjust with immediate effect its expenditure in the provision of direct assistance in accordance with Clause 3.3 herein. The payment of the Total Service Fee with the adjusted Unit Rate shall be paid by the Government to the Contractor in the following payment instalment according to the payment schedule as set out in Clause 4 herein.
- 3.5 The Contractor shall not charge or require any Service User to pay any fee, cost or charges for providing the Services to the Service User.

- 3.6 For the avoidance of doubt, the Contractor shall not be entitled to any payment from the Government for any deficits incurred in providing the Services.

4. Payment Schedule

- 4.1 Subject to Clause 3 above and within 30 days from date of acceptance of service or receipt of invoice, whichever is the later, the Government shall pay the Contractor the Total Service Fee by twelve instalments in the following manner –

(a) First payment

10% of the Total Service Fee shall be paid by the Government to the Contractor after the Government Representative's approval of the proposals submitted by the Contractor under Clause 2.1 above;

(b) Second payment

The subsequent 10% of the Total Service Fee shall be paid by the Government to the Contractor after the Contractor has completed 9% of the Total Man-days of the Services;

(c) Third to Fifth payment

Each of the subsequent 8% of the Total Service Fee shall be paid by the Government to the Contractor after the Contractor has completed every 9% of the Total Man-days of the Services;

(d) Sixth to Ninth payment

Each of the subsequent 8% of the Total Service Fee shall be paid by the Government to the Contractor after the Contractor has completed every 10% of the Total Man-days of the Services;

(e) Tenth to Twelfth payment

8% of the Total Service Fee shall be paid by the Government to the Contractor after the Contractor has completed every 8% of the Total Man-days of the Services.

- 4.2 For the second to twelfth payment to be made to the Contractor, the Contractor shall submit to the Government supporting documents on Services delivered, the payroll for staff employed for the Services and management accounts signed by the chief executive or directors of the Contractor showing up-to-date accumulated service fee spent.

5. Financial Records

- 5.1 The Contractor shall, in relation to the Services, maintain an effective and sound financial management system, including budget planning, financial projection, accounting, internal control and auditing. The Contractor shall maintain separate books and records including income and expenditure relating to the performance of the Services and shall make the same available for the Government Representative's inspection at all times.
- 5.2 The Contractor shall open a separate designated bank account solely for all the receipts and payments in relation to the Services. The Contractor shall maintain a separate payroll record for staff engaged in the Services whose salary shall be paid through the said designated bank account. Such payroll record shall be available for the Government Representative's inspection at all times.
- 5.3 Throughout the Contract Term, the Contractor shall, in accordance with Clause 5.5 herein, submit to the Government Representative annual audited financial statements in relation to the Services which shall be audited by a Hong Kong Certified Public Accountant (Practicing) whose name appears on the gazetted list of Hong Kong Certified Public Accountants at the Contractor's own cost. Each set of annual audited financial statements shall be prepared in accordance with the relevant laws of Hong Kong and the international accounting standards as in effect from time to time and consistently applied in Hong Kong (including the Accounting Standards and Accounting Guidelines as the Hong Kong Institute of Certified Public Accountants may issue and update from time to time) and duly audited, dated and signed by a Hong Kong Certified Public Accountant (Practicing) as specified above.
- 5.4 Each set of annual audited financial statements shall show separately the aggregate amount of the payments received from the Government, and a breakdown of the expenditure incurred for performing the Services during the period to which they relate. The same shall be prepared in respect of every 12-month period beginning from 1 April and ending on the 31 March of the following year for periods covered under the Contract Term except that –
- (a) for the first set of annual audited financial statements, the period covered shall be from the Contract Commencement Date to the upcoming 31 March of the year; and
 - (b) for the final set of annual audited financial statements, the period covered shall be from 1 April of the year prior to the Contract expiry (or 1 April of the year of Contract expiry) up to the expiry date of the Contract.
- 5.5 Each set of audited financial statements shall be submitted to the Government Representative within four months after the closing of the respective Financial Year or period, i.e. on or before 31 July of each year, or within four months after the expiry or sooner termination of the Contract as appropriate.

6. Employees

- 6.1 The Contractor must not employ any illegal workers in contravention of the Immigration Ordinance (Cap. 115), or in contravention of any other Ordinances, regulations or by-laws for the time being in force, or allow any such person to carry out any work under this Contract. In the event of any breach of this Clause, the Government Representative may, on behalf of the Government, by notice in writing to the Contractor, terminate the Contract and the Contractor is not entitled to claim any compensation.
- 6.2 The Contractor must comply with all laws and regulations relevant to the employment of staff and safety at work.
- 6.3 The Contractor must ensure all of its sub-contractors and / or agents comply with this Clause 6 at all times when carrying out duties assigned under the Contract by ensuring that the provisions are incorporated into the relevant subcontracts or agency agreements.
- 6.4 The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

7. Government Property

Where the Contractor is given possession or control of any property by the Government for the purpose of the Contract (the “Relevant Property”), the Contractor shall be responsible for the due return of all Relevant Property. Should any Relevant Property be lost or damaged while in the possession or control of the Contractor or any of its employees, agents or sub-contractors, the Contractor shall pay the Government the total original cost of that Relevant Property plus 20% of such original cost. A count of the Relevant Property in the possession or control of the Contractor may be made at any time by the Government Representative and the Contractor shall grant the Government Representative access to the Relevant Property and render all such assistance as is necessary for this purpose.

8. Government Premises / Contractor’s Premises

- 8.1 The Contractor shall ensure that all persons engaged or employed by it in carrying out the Services keep to such parts of the premises of the Government as are necessary for the due discharge of the Contractor’s obligations under the Contract.
- 8.2 Where the Services are carried out at the Contractor’s premises, such premises shall be open to inspection by the Government Representative at all reasonable time.

9. Independent Contractors

- 9.1 The Contractor enters into the Contract with the Government as an independent contractor only and shall not represent itself, and shall ensure none of its employees,

agents, consultants, and sub-contractors will represent himself, as an employee, servant, agent or partner of the Government. Neither the Contractor nor any of its employees, servants, agents, consultants and sub-contractors shall have power to bind the Government to any obligation whatsoever.

- 9.2 Nothing herein shall create or be deemed to create a partnership between the parties hereto.

10. Insurance

- 10.1 The Contractor shall effect and maintain at all times while the Contract remains valid a policy of insurance against all claims, demands and liabilities under this Contract with an insurance company approved by the Government (which approval shall not be unreasonably withheld) and shall when required by the Government Representative, deposit with the Government Representative for safe keeping during the Contract Term such policy of insurance together with the receipt of payment of the current premium.
- 10.2 The insurance policy on public liability referred to in Clause 10.1 must be for the benefit and in the joint names of the Contractor and the Government, and contain a cross liability clause indemnifying the Contractor and the Government against legal liabilities arising out of or in consequence of the performance of the Services. The insurance policy mentioned in Clause 10.1 must contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.
- 10.3 Under no circumstances whatsoever shall the Government be responsible for the premium payable under the insurance policy on liability referred to in Clause 10.1 or the premium payable for the renewal thereof.

11. Liability for Damages and Indemnities and Compensation

- 11.1 The Government and its employees and agents shall not be under any liability whatsoever for or in respect of –
- (a) any loss of or damage to any of the Contractor's property or that of its sub-contractors or of the employees, officers or agents of any of them howsoever caused (whether by any negligence of the Government or any of its employees or agents or otherwise); and
 - (b) any injury to or death of any of the employees, officers or agents of the Contractor or its sub-contractors except any such injury or death caused by the negligence of the Government or any of its employees or agents.
- 11.2 The Contractor shall indemnify the Government and its employees and agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of –

- (a) any loss, damage, injury or death referred to in Clause 11.1 (save and except injury or death caused by the negligence of the Government or any of its employees or agents); and
 - (b) any loss of or damage sustained by or any injury to or death of any third party in consequence of any negligence of the Contractor or its sub-contractors or the employees, officers or agents of any of them.
- 11.3 The Contractor shall indemnify the Government against any and all loss of or damage to any property of the Government or any of its employees or agents or any and all injury to any employee or agent of the Government arising out of the negligence of the Contractor or its sub-contractors or the employees, officers or agents of any of them.
- 11.4 Without prejudice to Clauses 11.2 to 11.3, the Contractor shall indemnify the Government and keep the Government fully and effectively indemnified against all claims, damages, costs, losses or expenses in respect of personal injury, death, losses or damages arising out of or in relation to or resulting from the performance or attempted performance of this Contract to the extent that the same are or have been caused by any act, omission, neglect, recklessness, wilful default or misconduct, breach of statutory duty or breach of this Contract by the Contractor or its sub-contractors, or the employees, officers or agents of any of them.
- 11.5 The indemnities, payment and compensation given in pursuance of this Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of this Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor or its sub-contractors, or the employees, officers or agents of any of them.

12. Reports, Records and Investigations

- 12.1 The Contractor shall maintain a proper and adequate reporting, recording, and investigation system.
- 12.2 In the event that any of the Contractor's employees or agents suffers any injury or death in the course of performing the Services or arising out of the Contract, whether there be a claim for compensation or not, the Contractor shall within seven (7) Working Days give notice in writing of such injury or death to the Government Representative.
- 12.3 The Government Representative shall be entitled to carry out his own investigation into any accident or circumstance of which it becomes aware and the Contractor shall co-operate and assist in such investigation including without limitation providing the Government Representative with access to all relevant information and persons involved.

13. Corrupt Gifts

- 13.1 The Contractor shall notify in writing all its employees, consultants, sub-contractors, or agents involved in providing the Services that they are not permitted to solicit or accept any advantages as defined in the Prevention of Bribery Ordinance, (Cap. 201) in relation to performing any act or duties in connection with the Services.
- 13.2 If the Contractor or any employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Contracts made between the Contractor and the Government, the Government Representative may, on behalf of the Government, terminate the Contract forthwith, without entitling the Contractor to any compensation therefor.
- 13.3 The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of the Contract under Clause 21.

14. Probity Clause

- 14.1 The Contractor and its staff are prohibited from soliciting or accepting advantage and the Contractor shall devise a system for its directors, staff, agents, sub-contractors, throughout the Contract Term, to declare all conflicts of interest in relation to the Contract, such as on procurement of goods and services, recruitment of staff, and processing of the Service Users' applications for the Services.
- 14.2 The Contractor shall draw up a code of conduct to commit its directors and staff to a high integrity standard. This code of conduct should cover acceptance of advantages and entertainment; and conflict of interest.

15. Confidentiality and Consent to Disclosure

- 15.1 The Contractor shall not disclose any information, report, document, plan, record, data, database, code or particulars (or any part thereof) furnished by or on behalf of the Government or by any other person to the Contractor or any of its employees, agents, consultants and sub-contractors (collectively "Contractor Personnel") or otherwise is accessible by or available to the Contractor or any of the Contractor Personnel in the course of performing the Services whether belonging to the Government or to a Service User or a third party (collectively "confidential information"), provided that the restrictions on disclosure contained in this Clause 15.1 shall not apply –
- (a) to the disclosure of any confidential information to any person employed, used or engaged by the Contractor in the conduct of the Services in circumstances where such disclosure is necessary in the reasonable opinion of the Contractor for the performance of the Contractor's duties and obligations under this Contract, provided that the Contractor has imposed on the said person employed, used or engaged an absolute and legally binding obligation to the Contractor to refrain from disclosing the said information;
 - (b) to the disclosure of any confidential information already known to the recipient

other than as a result of disclosure by the Contractor or any of the Contractor Personnel;

- (c) to the disclosure of any confidential information which is or becomes public knowledge other than as a result of disclosure by the Contractor or any of the Contractor Personnel;
- (d) to the disclosure of any confidential information in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or
- (e) to the disclosure of any confidential information with the consent of the Government.

Any disclosure permitted under Clause 15.1 must be in strict confidence and shall extend only so far as may be necessary for the purposes specified in Clause 15.1 and the Contractor must ensure the confidentiality of any such disclosure by taking appropriate action to restrain or restrict any further disclosure.

- 15.2 The Contractor shall not, and shall procure and ensure each of the Contractor Personnel not to, make use of or reproduce any confidential information other than in the performance of the Contractor's obligations under this Contract or with the consent of the Government.
- 15.3 The Contractor shall inform every person to whom any confidential information is disclosed pursuant to Clause 15.1 the restrictions on reproduction and disclosure attaching to such information and the Contractor shall require such a person to notify every other person to whom it makes any such disclosure of such restrictions.
- 15.4 If and when requested by the Government, the Contractor shall forthwith require the Contractor Personnel (as the Government may stipulate) and such other persons to whom disclosure is made pursuant to Clause 15 to execute a written undertaking in favour of the Contractor and the Government in a form to be determined by the Government agreeing to the restrictions attached to the confidential information set out in this Clause 15 and the Contractor agrees to provide certified true copies of any such undertakings to the Government upon demand. The Contractor further agrees that, if so required by the Government, it will, at its cost, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by any person who has executed such undertaking.
- 15.5 The Contractor shall establish and maintain such security measures and procedures necessary for the safe custody of the confidential information in the Contractor's possession or under its control and to prevent unauthorised access thereto or use thereof.
- 15.6 The Contractor shall not, and shall ensure that the Contractor Personnel will not, save to the extent necessary for performing the Services, peruse, retain possession or control of, or duplicate, any confidential information or any copy thereof (in whatsoever media or format).

- 15.7 The provisions of this Clause shall survive the expiry or sooner termination of this Contract.

16. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language is used from which a connection with the Government can reasonably be inferred or implied. The Contractor shall not publish or use any such advertising or other publicity material without the prior written consent of the Government Representative.

17. Government Directions and Monitoring

- 17.1 The Contractor shall at all time during the Contract Term co-operate with and render all necessary assistance to the Government Representative (including providing all information relating to this Contract to the Government Representative) and grant the Government Representative access to its premises for the purpose of conducting any service inspection or performance evaluation.
- 17.2 The Contractor shall co-operate in the performance evaluation conducted by the Government at the end of the Contract Term.

18. Instructions and Warranties

- 18.1 The Contractor shall act in accordance with all reasonable directions and / or instructions given by the Government Representative from time to time in relation to the Services.
- 18.2 The Contractor shall attend all meetings convened by the Government Representative to which it may be summoned and shall advise and assist the Government on all matters relating to the performance of its obligations under this Contract at no extra cost.
- 18.3 The Contractor warrants and undertakes to the Government that –
- (a) the Services shall be performed and completed in an impartial, timely and diligent manner and that the Contractor and every person employed, used or engaged by the Contractor shall use all the experience, skills, care and diligence in the performance of the Services and the discharge of all its duties and obligations under this Contract;
 - (b) the Contractor has the necessary skills and experience to provide the Services hereunder; and
 - (c) the Contractor shall devote to its obligations hereunder such of its time, attention and skill as may be necessary for the proper performance of those obligations.

19. Contract Deposit

- 19.1 As security for the due and faithful performance by the Contractor of this Contract, the Contractor shall have before the Contract Commencement Date deposited with the Government the Contract Deposit by way of a Bank Guarantee in accordance with Clause 15 of the Terms of Tender.
- 19.2 The Contract Deposit paid by way of a Bank Guarantee must be issued in the form and on the terms set out in **Appendix 6**. The Bank Guarantee must also be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155). The Bank Guarantee must remain in force from the Contract Commencement Date until the later of –
- (a) twelve months after the expiry of the Contract (including all extensions thereof); and
 - (b) the date on which all of the Contractor's obligations have been carried out, completed and discharged to the satisfaction of the Government and in accordance with the Contract.
- 19.3 If the Contractor fails to pay or reinstate the Contract Deposit in accordance with this Clause 19, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may forthwith terminate the Contract by written notice to the Contractor. This shall not prejudice any rights or claims that the Government may have against the Contractor as a result of the Contractor's failure to pay the Contract Deposit.
- 19.4 It shall be a condition precedent to the payment by the Government of any sum to the Contractor that the Contractor duly pays to the Government the Contract Deposit in accordance with this Clause.
- 19.5 Without prejudice to any rights and remedies of the Government (including the Government's right to terminate the Contract), if the Contractor fails to observe any provision of the Contract, the Government may deduct from the Contract Deposit (or call on the Bank Guarantee) the amount of any and all costs, losses, damages and / or expenses suffered or incurred by the Government arising from or relating to (whether directly or indirectly) a breach of the Contract by the Contractor, and any sums that are due to the Government under the Contract whether or not demand has been made. If the Contract Deposit is insufficient to cover such costs, losses, damages and / or expenses, the Government may recover the shortfall from the Contractor.
- 19.6 If the Government deducts any sum from the Contract Deposit, for the purpose of reinstating the Contract Deposit to the amount required under the Contract, the Contractor shall deliver to the Government within fourteen (14) days from the date of demand made by the Government –
- (a) a further Bank Guarantee in an amount equals to the amount deducted. Such Bank Guarantee shall be issued in the form and on the terms of the Bank

Guarantee set out in **Appendix 6** and by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155); or

- (b) a fresh Bank Guarantee in the same form and on the same terms for the amount required under the Contract. Such Bank Guarantee shall be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155).

19.7 Upon the expiry or sooner determination of the Contract, the Bank Guarantee shall be discharged and released in accordance with its terms.

20. Set Off

Where the Contractor 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 Contractor under this Contract or any other Contract made between the Government and the Contractor.

21. Termination of Contract

21.1 The Government may at any time at its option on giving the Contractor three months' prior written notice terminate the Contract. During the three-month notice period, both parties shall co-operate to ensure that the interests and needs of the Service Users are met under the arrangements specified by the Government Representative. Any termination hereunder shall be without prejudice to any antecedent's rights or obligations under the Contract of either party.

21.2 The Government may terminate this Contract forthwith upon giving written notice to the Contractor if –

- (a) the Contractor is in breach of any term of this Contract which –
 - (i) in the case of a breach of a term capable of being remedied, is not remedied by the Contractor within seven (7) days of receipt of a notice to remedy from the Government; or
 - (ii) is fundamental to this Contract; or
- (b) the Contractor stops payment to creditors generally or is unable to pay its respective debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or ceases or threatens to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction).

22. Refund of Total Service Fee and Termination Consequences

- 22.1 Upon the expiry or sooner termination of the Contract, in the event that the Contractor has not provided the Total Man-days, the Contractor shall, if and when required by the Government, within six (6) months after the expiry or the sooner termination of the Contract, refund to the Government such portion of the Total Service Fee as calculated in accordance with the following formula with figures supported by financial statements audited under Clause 5 herein, subject to deduction of reasonable costs and expenses of the Contractor as may be agreed by the Government –

$$\begin{array}{l} \text{Portion of the Total} \\ \text{Service Fee received} \\ \text{by the Contractor} \end{array} - \left(\begin{array}{l} \text{Number of Man-days} \\ \text{provided} \end{array} \times \begin{array}{l} \text{Unit Rate} \end{array} \right)$$

This Clause shall survive the expiry or sooner termination of the Contract.

- 22.2 On the expiry of or earlier termination of the Contract –

- (a) all rights and obligations of the parties under this Contract shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue to be in force on or after such expiration or termination;
- (b) the Contractor shall forthwith deliver to the Government all information, records and documents relating to the provision of the Services and / or Service Users;
- (c) the Contractor shall cooperate fully with any person nominated by the Government and provide such person with all necessary access, information, and document to enable a smooth transfer of the Services to that person and continuous provision of the Services to the Service Users;
- (d) the Contractor be liable for all losses, damage, liabilities, cost and expenses suffered or incurred by the Government in, arising from or as a result of the termination pursuant to Clause 21.2; and
- (e) the Government will not be responsible for any loss, liability, damage, costs and expenses suffered or incurred by the Contractor due to the termination (including any termination pursuant to Clause 21.1).

23. Assignment and Subcontract

- 23.1 The Contractor shall not, without the prior written consent of the Government, sub-contract, assign, transfer or otherwise dispose of the Contract or any part, share or interest therein. Unless with the prior written consent of the Government, the Contractor shall perform the Contract personally.
- 23.2 Notwithstanding the engagement of any sub-contractor, the Contractor shall remain solely liable to the Government for the performance of the Contractor's obligations under the Contract.

24. Notices

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

To the Government : Director of Social Welfare
Social Welfare Department
Address : Room 721, 7/F., Wu Chung House
213, Queen's Road East, Wan Chai, Hong Kong
Attention : Chief Social Work Officer
(Family and Child Welfare)¹
Facsimile Number : 2833 5840

To the Contractor : _____
Address : _____
Attention : _____
Facsimile Number : _____

- 24.2 Such notices shall be deemed to have been properly given hereunder and shall be effective (i) on the date of delivery if hand-delivered; (ii) on the date of transmission if sent by facsimile; and (iii) if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the postal authority in Hong Kong.

25. Waiver

- 25.1 Time shall be of the essence of the Contract but no failure or delay by the Government to exercise or in exercising any right 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 the Contractor of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of that or any other provision of the Contract. The rights, powers and remedies of the Government under the Contract are cumulative and not exclusive of any rights, powers or remedies which it may have at law.
- 25.2 Without prejudice to any right of set-off at law, the Government has the right, without notice to the Contractor or any other person, to set-off all and any sums and liabilities due and owing by the Contractor to the Government under the Contract against any amount owing from the Government to the Contractor (including without limitation any payment instalments).

26. Amendment

Save as otherwise provided in the Contract, no waiver, addition, alteration or amendment to any provision of the Contract shall be valid unless made in writing and signed by both parties.

27. Severability

Any terms and conditions of the Contract which is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law shall be severed from the Contract to the maximum extent permissible by the applicable law without in any manner affecting the legality, validity or enforceability of the remaining terms and conditions of the Contract, all of which shall continue in full force and effect.

28. Survival of Representations and Warranties

All representations and warranties in this Contract survive the execution and delivery of this Contract and the completion of transactions contemplated by it.

29. Costs

Save as otherwise provided for in this Contract, the Contractor shall perform and discharge all its duties and obligations under this Contract at its own costs and expenses.

30. Saving

Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any powers, discretions or duties, or the exercise or performance of any powers, discretions or duties, conferred or imposed by or under any law upon the Government, any Government bureau or department or any public officer or other person in the employ of the Government.

31. Governing Law and Jurisdiction

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

Schedule 1
Service Plan

Note: The Successful Tenderer's proposed service plan to the Technical Proposal (Part B of Appendix 1) is to be incorporated into this schedule subject to such modification or adjustments as may be agreed with the Government.

Schedule 2
Total Service Fee

Note: The Successful Tenderer's Price Proposal (Appendix 2) is to be incorporated into this schedule subject to such modification or adjustments as may be agreed with the Government.

Part V – Service Specifications

1. Objectives

- 1.1 The objectives of providing the Services is to ensure that the Service User will not, during his presence in Hong Kong –
- (a) be left to sleep on the street;
 - (b) be seriously hungry; or
 - (c) be unable to satisfy the most basic requirements of hygiene.
- 1.2 The different types of assistance provided by the Contractor to the Service Users should be mainly non-pecuniary to meet the basic needs of living of the Service Users and to prevent them from falling into the state of destitution during their presence in Hong Kong.

2. Contract Duration

The Contractor shall provide the Services to the satisfaction of the Government for the Contract Term as specified in Clause 1.1 of the Conditions of Contract.

3. Service Delivery Mode

The Contract will be split by regions according to the location of residence of Service Users, i.e. Hong Kong and Islands; Kowloon; and New Territories.

4. Service Users

- 4.1 The total number of Service Users served at any one time is estimated to be around 6 700. The estimated number of Service Users to be served by respective Contractor in the Service Region is as below–

| Service Region | No. of Service Users |
|-----------------------|-----------------------------|
| Hong Kong and Islands | around 670 |
| Kowloon | around 3 350 |
| New Territories | around 2 680 |
| Total | around 6 700 |

- 4.2 Drawing reference to the number of adult Service Users aged 18 or above and that of child Service User aged below 18 from January to October 2014, the proportion of adult Service Users to child Service Users is estimated to be 92% to 8% .

5. Scope of the Services

5.1 The Contractor shall provide the Services to the Service Users in the form of the following types of assistance –

(a) Accommodation

The Contractor shall ensure that Service Users having genuine housing need are provided with accommodation, identified by the Contractor / Service Users in the private sector or provided by the Government (including electricity, water, gas supply and other basic utilities with the provision of rental deposit and property agent fee, if applicable). The Contractor shall cater for the special accommodation needs of a Service User who requires more attention, such as an unaccompanied minor, child(ren) in need of residential placement, a single parent with child(ren), a family with child(ren), a single female, a victim of gender-based violence, or a Service User with mental and / or physical illness. The Contractor shall have means to monitor the living condition of the Service Users in the accommodation, such as conducting spot checks and home visits to the accommodation to ensure the safety and hygiene condition of the accommodation, handling of suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee; and shall handle emergency relocation of Service Users.

(b) Food

The Contractor shall provide each Service User with food of different varieties such as dry ration, meat, fish, vegetable and fruit; and give regard to the nutritious, cultural, religious and other specific needs of each Service User (such as providing baby / children food and food for persons with ill health) in the form of food coupons that should be non-transferable and non-cashable. For very urgent or needy cases so requested by SWD even though the Contractor has not completed an assessment whether a person is qualified as a Service User, the Contractor shall provide them with basic food in-kind. The Contractor shall arrange the Service Users to collect the food or the food coupons at appropriate frequency, taking into account the volume of the food to be collected, and the circumstances of individual Service User such as his place of residence, the availability of appropriate storage facilities and his management of food coupons. The Contractor shall devise mechanism to provide food in-kinds for urgent cases and other Service Users with justifiable needs.

(c) Transportation Allowance

The Contractor shall not provide any type of assistance to a Service User in the form of payment in cash save that the Contractor shall provide a Service User with petty cash in advance to meet the transportation expenses incurred by the Service User in Hong Kong for regular trips travelling by the cheapest means of transportation for purposes such as appointment with the Immigration Department, duty lawyers, food collection, etc., depending on their location of residence and the number of routine journeys. The Contractor shall verify whether there is a genuine need for such Service User to incur the

transportation expenses before making any payment in cash to the Service User.

(d) Clothing and Other Basic Necessities

The Contractor shall provide clothing and other basic necessities (such as personal toiletries, household cleansing articles, women sanitary items and baby / children items, if applicable) to each Service User.

(e) Counselling and Referral

The Contractor has to provide casework services such as counselling, emotional support and making referrals to other relevant organisations for provision of Services to needy cases.

- 5.2 The in-kind assistance provided to the individual Service User varies according to the needs and personal situations of the Service User, including the availability of his own resources and the resources available to him from other sources. While the maximum monetary values are set for the following assistance items, there is no monetary-equivalent ceiling on how much an individual Service User in genuine need may receive –

| Item | Amount of Assistance (\$) |
|---|---|
| Accommodation Rent (per month) | \$ 1,500 per adult Service User \$ 750 per child Service User |
| Food (per month) | \$1,200 per Service User |
| Transportation Allowance (per month) | \$200 to \$420 per Service User depending on their location of residence and the number of routine journeys |
| Utilities (i.e. water, gas, electricity) (per month) | \$300 per Service User |
| Rental Deposit (once throughout the assistance period, and transferable to the next tenancy agreement) | \$3,000 or an amount equivalent to 2 months of rent, whichever is the less |
| Property Agent Fee (normally once throughout the assistance period) | \$750 or an amount equivalent to the rent for half a month, whichever is the less |

- 5.3 One unit of Man-day of the Services comprises the following five types of assistance to be provided to each Service User for one day. Drawing reference to the level of assistance for corresponding types of assistance as specified in Clause 5.2, the proportion of Man-days for each type of assistance shall be within the range as specified in the following table and adding up to **“one”** unit of Man-day –

| Item | Type of Assistance | Proportion Range of Man-days |
|------|--|------------------------------------|
| (a) | Accommodation (as described in Clause 5.1(a) above) | 0.39-0.48 |
| (b) | Food (as described in Clause 5.1(b) above) | 0.31-0.38 |
| (c) | Transportation Allowance (as described in Clause 5.1(c) above) | 0.06-0.12 |
| (d) | Utilities (as described in Clause 5.1 (a) above) | 0.08-0.10 |
| (e) | Clothing and Other Basic Necessities (as described in Clause 5.1(d) above) | 0*-0.04 |
| | Add-up Total | 1 |

*0 when this type of assistance can be provided with stable and committed source of donation

- 5.4 The Contractor shall work out the proportion of Man-days within the above specified range for each of the above types of assistance that add up to a total of **“one”** unit of Man-day, subject to such modification or adjustment as may be agreed with the Government. Thereafter, the number of Man-days of the Services so provided to a Service User for one day shall be computed in accordance with the agreed proportion of Man-days for each of the above types of assistance.
- 5.5 Total Man-days to be provided by the Contractor for the respective Service Region are listed as follows –

| Region | Total No. of Man-days |
|-----------------------|-----------------------|
| Hong Kong and Islands | 416 000 |
| Kowloon | 2 080 000 |
| New Territories | 1 664 000 |
| Total | 4 160 000 |

6. Worker-to-Service User Ratio

The Contractor shall employ a team of Professional Workers and Supporting Workers to implement the Contract with a Professional Worker-to-Service User ratio of not more than 130 and Supporting Worker-to-Service User ratio of not more than 150. In addition, not less than 50% of the Professional Workers should have the Relevant Experience.

7. Human Resource Management

The Contractor shall ensure that there is a human resource management system, which includes staffing structure, staff orientation, training, development, appraisal, monitoring of under-performed staff, handling of staff complaints, and the recruitment and retention of appropriate staff.

8. Regular Reporting and Feedback

8.1 The Contractor shall submit –

- (a) on a monthly basis the service statistics report as stated in Clause 2.6 of the Conditions of Contract; and
- (b) on an annual basis the audited financial statements as stated in Clause 5 of the Conditions of Contract.

8.2 Where the service performance is in question, the Contractor (with the advice and recommendations from the Government Representative if necessary) will be required to provide explanation and develop an action plan to rectify the situation. The action plan shall be submitted within seven (7) Working Days to the Government Representative and to be agreed by the Government Representative before implementation.

9. Continuation of Services

9.1 The Contractor shall have a feasible contingency plan in place at all times and implement such contingency plan effectively should the Contractor encounter difficulties in providing the Services or in handling large number of cases within a short time. The Government Representative shall be informed as soon as possible when the contingency plan is activated. Any back-up service provided must meet all requirements of these Service Specifications.

9.2 No additional allowance or compensation in any form will be payable by the Department in implementing the contingency plan in Clause 9.1.

10. Protection of Service User's Data

The Contractor shall observe the Personal Data (Privacy) Ordinance (Cap. 486) in the collection, handling and disclosure of any information regarding the Service Users.

11. Premises

The Contractor may rent a premise, if required, to serve as an office, and / or a place to accommodate facilities and equipment, etc. for provision of Services. The Total Service Fee has included the rent and rate subsidies of the premises and the Department

will not provide extra premises. The Contractor is required to provide the updated official address to the Government for record purpose.

Annex 1

Service Boundaries of the Three Service Regions**Remarks**

“*” The service boundaries of each Service Region are delineated in accordance with the constituency areas as demarcated and described in the “2011 District Council Election Constituency Boundaries”. Unless otherwise indicated, terms used in relation to the service boundaries shall have the meanings attributed to such terms in the “2011 District Council Election Constituency Boundaries”. For details, please refer to the webpage of Electoral Affairs Commission (<http://www.eac.gov.hk/en/distco/dce.htm>).

| Reference Number | Name of Service Region | Service Boundaries* |
|------------------|------------------------|--|
| C01 | Hong Kong and Islands | <p>All Constituency Areas within the following Districts –</p> <p>a. Central & Western District (A01 – A15)</p> <p>A01 Chung Wan, A02 Mid Levels East, A03 Castle Road, A04 Peak, A05 University, A06 Kennedy Town & Mount Davis, A07 Kwun Lung, A08 Sai Wan, A09 Belcher, A10 Shek Tong Tsui, A11 Sai Ying Pun, A12 Sheung Wan, A13 Tung Wah, A14 Centre Street, A15 Water Street</p> <p>b. Wan Chai District (B01 – B11)</p> <p>B01 Hennessy, B02 Oi Kwan, B03 Canal Road, B04 Causeway Bay, B05 Tai Hang, B06 Jardine’s Lookout, B07 Broadwood, B08 Happy Valley, B09 Stubbs Road, B10 Southorn, B11 Tai Fat Hau</p> <p>c. Eastern District (C01 – C37)</p> <p>C01 Tai Koo Shing West, C02 Tai Koo Shing East, C03 Lei King Wan, C04 Aldrich Bay, C05 Shaukeiwan, C06 A Kung Ngam, C07 Heng Fa Chuen, C08 Tsui Wan, C09 Yan Lam, C10 Siu Sai Wan, C11 King Yee, C12 Wan Tsui, C13 Fei Tsui, C14 Mount Parker, C15 Braemar Hill, C16 Tin Hau, C17 Fortress Hill, C18 Victoria Park, C19 City Garden, C20 Provident, C21 Fort Street, C22 Kam Ping, C23 Tanner, C24 Healthy Village, C25 Quarry Bay, C26 Nam Fung, C27 Kornhill, C28 Kornhill Garden, C29 Hing Tung, C30 Sai Wan Ho, C31 Lower Yiu Tung, C32 Upper Yiu Tung, C33 Hing Man, C34 Lok Hong, C35 Tsui Tak, C36 Yue Wan, C37 Kai Hiu</p> |

| Reference Number | Name of Service Region | Service Boundaries* |
|------------------|------------------------|--|
| | | <p>d. Southern District (D01 – D17)</p> <p>D01 Aberdeen, D02 Ap Lei Chau Estate, D03 Ap Lei Chau North, D04 Lei Tung I, D05 Lei Tung II, D06 South Horizons East, D07 South Horizons West, D08 Wah Kwai, D09 Wah Fu I, D10 Wah Fu II, D11 Pokfulam, D12 Chi Fu, D13 Tin Wan, D14 Shek Yue, D15 Wong Chuk Hang, D16 Bays Area, D17 Stanley & Shek O</p> <p>e. Islands District (T01 – T10)</p> <p>T01 Lantau, T02 Yat Tung Estate North, T03 Yat Tung Estate South, T04 Tung Chung North, T05 Tung Chung South, T06 Discovery Bay, T07 Peng Chau & Hei Ling Chau, T08 Lamma & Po Toi, T09 Cheung Chau South, T10 Cheung Chau North</p> |
| C02 | Kowloon | <p>All Constituency Areas within the following Districts –</p> <p>a. Yau Tsim Mong District (E01 – E17)</p> <p>E01 Tsim Sha Tsui West, E02 Jordan East, E03 Jordan West, E04 Yau Ma Tei, E05 Charming, E06 Mong Kok West, E07 Fu Pak, E08 Olympic, E09 Cherry, E10 Tai Kok Tsui South, E11 Tai Kok Tsui North, E12 Tai Nan, E13 Mong Kok North, E14 Mong Kok East, E15 Mong Kok South, E16 King's Park, E17 Tsim Sha Tsui East</p> <p>b. Sham Shui Po District (F01 – F21)</p> <p>F01 Po Lai, F02 Cheung Sha Wan, F03 Nam Cheong North, F04 Shek Kip Mei & Nam Cheong East, F05 Nam Cheong South, F06 Nam Cheong Central, F07 Nam Cheong West, F08 Fu Cheong, F09 Lai Kok, F10 Fortune, F11 Lai Chi Kok South, F12 Mei Foo South, F13 Mei Foo Central, F14 Mei Foo North, F15 Lai Chi Kok North, F16 Un Chau & So Uk, F17 Lei Cheng Uk, F18 Ha Pak Tin, F19 Yau Yat Tsuen, F20 Nam Shan, Tai Hang Tung & Tai Hang Sai, F21 Lung Ping & Sheung Pak Tin</p> <p>c. Kowloon City District (G01 – G22)</p> <p>G01 Ma Tau Wai, G02 Ma Hang Chung, G03 Ma Tau Kok, G04 Lok Man, G05 Sheung Lok, G06 Ho Man Tin, G07 Kadoorie, G08 Prince, G09 Kowloon Tong, G10 Lung Shing, G11 Kai Tak, G12 Hoi Sham, G13 To Kwa Wan North, G14 To Kwa Wan South, G15 Hok Yuen Laguna Verde, G16</p> |

| Reference Number | Name of Service Region | Service Boundaries* |
|------------------|------------------------|--|
| | | <p>Whampoa East, G17 Whampoa West, G18 Hung Hom Bay, G19 Hung Hom, G20 Ka Wai, G21 Oi Man, G22 Oi Chun</p> <p>d. Wong Tai Sin District (H01 – H25)</p> <p>H01 Lung Tsui, H02 Lung Ha, H03 Lung Sheung, H04 Fung Wong, H05 Fung Tak, H06 Lung Sing, H07 San Po Kong, H08 Tung Tau, H09 Tung Mei, H10 Lok Fu, H11 Wang Tau Hom, H12 Tin Keung, H13 Tsui Chuk & Pang Ching, H14 Chuk Yuen South, H15 Chuk Yuen North, H16 Tsz Wan West, H17 Ching Oi, H18 Ching On, H19 Tsz Wan East, H20 King Fu, H21 Choi Wan East, H22 Choi Wan South, H23 Choi Wan West, H24 Chi Choi, H25 Choi Hung</p> <p>e. Kwun Tong District (J01 – J35)</p> <p>J01 Kwun Tong Central, J02 Kowloon Bay, J03 Kai Yip, J04 Lai Ching, J05 Ping Shek, J06 Sheung Choi, J07 Jordan Valley, J08 Shun Tin, J09 Sheung Shun, J10 On Lee, J11 Po Tat, J12 Sau Mau Ping North, J13 Hiu Lai, J14 Sau Mau Ping South, J15 Hing Tin, J16 Lam Tin, J17 Kwong Tak, J18 Ping Tin, J19 Pak Nga, J20 Yau Tong East, J21 Yau Lai, J22 Chui Cheung, J23 Yau Tong West, J24 Laguna City, J25 King Tin, J26 Tsui Ping, J27 Po Lok, J28 Yuet Wah, J29 Hip Hong, J30 Hong Lok, J31 Ting On, J32 Ngau Tau Kok, J33 To Tai, J34 Lok Wah North, J35 Lok Wah South</p> <p>f. Sai Kung District (Q01 – Q24)</p> <p>Q01 Sai Kung Central, Q02 Pak Sha Wan, Q03 Sai Kung Islands, Q04 Hang Hau East, Q05 Hang Hau West, Q06 Po Kwan, Q07 Wai Do, Q08 Kin Shin, Q09 Choi Kin, Q10 O Tong, Q11 Fu Kwan, Q12 Nam On, Q13 Hong King, Q14 Tsui Lam, Q15 Po Lam, Q16 Yan Ying, Q17 Wan Hang, Q18 King Lam, Q19 Hau Tak, Q20 Fu Nam, Q21 Tak Ming, Q22 Sheung Tak, Q23 Kwong Ming, Q24 Wan Po</p> |
| C03 | New Territories | <p>All Constituency Areas within the following Districts –</p> <p>a. Tsuen Wan District (K01 – K17)</p> <p>K01 Tak Wah, K02 Yeung Uk Road, K03 Hoi Bun, K04 Clague Garden, K05 Fuk Loi, K06 Discovery Park, K07 Tsuen Wan Centre, K08 Allway, K09 Lai To, K10 Lai Hing, K11 Tsuen Wan Rural West, K12 Tsuen Wan Rural East, K13 Luk Yeung, K14 Lei Muk Shue East, K15 Lei Muk Shue West, K16 Shek Wai Kok, K17 Cheung Shek</p> |

| Reference Number | Name of Service Region | Service Boundaries* |
|------------------|------------------------|--|
| | | <p>b. Tuen Mun District (L01 – L29)</p> <p>L01 Tuen Mun Town Centre, L02 Siu Chi, L03 Siu Tsui, L04 On Ting, L05 Yau Oi South, L06 Yau Oi North, L07 Tsui Hing, L08 Shan King, L09 King Hing, L10 Hing Tsak, L11 San Hui, L12 Sam Shing, L13 Hanford, L14 Fu Sun, L15 Yuet Wu, L16 Siu Hei, L17 Wu King, L18 Butterfly, L19 Lok Tsui, L20 Lung Mun, L21 San King, L22 Leung King, L23 Tin King, L24 Po Tin, L25 Kin Sang, L26 Siu Hong, L27 Prime View, L28 Fu Tai, L29 Tuen Mun Rural</p> <p>c. Yuen Long (M01 – M31)</p> <p>M01 Fung Nin, M02 Shui Pin, M03 Nam Ping, M04 Pek Long, M05 Yuen Long Centre, M06 Fung Cheung, M07 Shap Pat Heung North, M08 Shap Pat Heung South, M09 Ping Shan South, M10 Ping Shan North, M11 Ha Tsuen, M12 Tin Shing, M13 Shui Oi, M14 Shui Wah, M15 Chung Wah, M16 Yuet Yan, M17 Fu Yan, M18 Yat Chak, M19 Tin Heng, M20 Wang Yat, M21 Ching King, M22 Kingswood North, M23 Tsz Yau, M24 Tin Yiu, M25 Kingswood South, M26 Chung Pak, M27 Fairview Park, M28 San Tin, M29 Kam Tin, M30 Pat Heung North, M31 Pat Heung South</p> <p>d. North District (N01 – N17)</p> <p>N01 Luen Wo Hui, N02 Fanling Town, N03 Cheung Wah, N04 Wah Do, N05 Wah Ming, N06 Yan Shing, N07 Shing Fuk, N08 Sheung Shui Rural, N09 Ching Ho, N10 Yu Tai, N11 Choi Yuen, N12 Shek Wu Hui, N13 Tin Ping West, N14 Fung Tsui, N15 Sha Ta, N16 Tin Ping East, N17 Queen's Hill</p> <p>e. Tai Po District (P01 – P19)</p> <p>P01 Tai Po Hui, P02 Tai Po Central, P03 Chung Ting, P04 Tai Yuen, P05 Fu Heng, P06 Yee Fu, P07 Fu Ming Sun, P08 Kwong Fuk & Plover Cove, P09 Wang Fuk, P10 Tai Po Kau, P11 Wan Tau Tong, P12 San Fu, P13 Lam Tsuen Valley, P14 Po Nga, P15 Tai Wo, P16 Old Market & Serenity, P17 Hong Lok Yuen, P18 Shuen Wan, P19 Sai Kung North</p> <p>f. Shatin District (R01 – R36)</p> <p>R01 Sha Tin Town Centre, R02 Lek Yuen, R03 Wo Che Estate, R04 City One, R05 Yue Shing, R06 Wong Uk, R07 Sha Kok, R08 Pok Hong, R09 Jat Min, R10 Chun Fung, R11</p> |

| Reference Number | Name of Service Region | Service Boundaries* |
|------------------|------------------------|---|
| | | <p>Sun Tin Wai, R12 Chui Tin, R13 Hin Ka, R14 Lower Shing Mun, R15 Keng Hau, R16 Tin Sum, R17 Chui Ka, R18 Tai Wai, R19 Chung Tin, R20 Sui Wo, R21 Fo Tan, R22 Chun Ma, R23 Chung On, R24 Kam To, R25 Ma On Shan Town Centre, R26 Lee On, R27 Fu Lung, R28 Kam Ying, R29 Yiu On, R30 Heng On, R31 On Tai, R32 Tai Shui Hang, R33 Yu Yan, R34 Bik Woo, R35 Kwong Hong, R36 Kwong Yuen</p> <p>g. Kwai Tsing District (S01 – S29)</p> <p>S01 Kwai Hing, S02 Kwai Shing East Estate, S03 Upper Tai Wo Hau, S04 Lower Tai Wo Hau, S05 Kwai Chung Estate North, S06 Kwai Chung Estate Central, S07 Shek Yam, S08 On Yam, S09 Shek Lei Extension, S10 Shek Lei, S11 Tai Pak Tin, S12 Kwai Fong, S13 Wah Lai, S14 Lai Wah, S15 Cho Yiu, S16 Hing Fong, S17 Lai King, S18 Kwai Shing West Estate, S19 On Ho, S20 Wai Ying, S21 Tsing Yi Estate, S22 Greenfield, S23 Cheung Ching, S24 Cheung Hong, S25 Shing Hong, S26 Tsing Yi South, S27 Cheung Hang, S28 Ching Fat, S29 Cheung On</p> |

Annex 2

Service Statistics Report

Information covering the following areas is to be submitted to the Government Representative by every 10th day of each month unless otherwise specified.

1. Number of referrals pending for assessment brought forward from last month
2. Number of new referrals received in the month
3. Number of new referrals with assessment completed in the month
4. Number of very urgent and needy new referrals with assessment completed in the month
5. Number of transferred cases received in the month
6. Number of cases transferred out in the month
7. Number of referrals rejected in the month
8. Number of self-withdrawn referrals in the month
9. Number of referrals pending for assessment and brought forward to next month
10. Time spent from the date of receipt of the request or the referral to the Services provided on handling the request / referrals
11. Time spent from the date of receipt of the request or the referral to the Services provided on handling very urgent and needy request / referrals
12. Number of Service Users brought forward from last month
13. Number of new Service Users with services provided in the month
14. Number of re-activated Service Users with services provided in the month
15. Number of Service Users with services terminated in the month
16. Number of Service Users brought forward to next month
17. Profile of Service Users (e.g. singleton adults, unaccompanied minors, different sizes of families, families with / without children under 18 and age range of children under 18, etc.)
18. Number of Service Users who received different types of assistance in the month
19. Number of Children Users under residential child care service

20. Number of different types of assistance and total Man-days provided in the month
21. Number of staff (including the high level staff with required academic qualification and years of supervisory experience, professional staff with required academic qualification and field experience, and supporting staff) at month end
22. Staff turnover rate in the month
23. Number of cases and amounts provided with rental deposit and property agent fee for Service Users' accommodation assistance in the month
24. Number of cases and reasons for unreturned rental deposit in the month
25. Accumulated Total Service Fee received at end of last month
26. Service fee received in the month
27. Accumulated total expenditure as at end of last month
28. Amount spent on administrative expenses and direct assistance (including payrolls to employees) with breakdown in the month
29. Any other information required by the Government as it deems appropriate