

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

**Social Welfare Department**



**INVITATION TO TENDER  
FOR  
ADMINISTERING AND DELIVERY OF  
ASSISTANCE FOR  
NON-REFOULEMENT CLAIMANTS**

**Tenth Project**

**Service Tender Reference: SWDT092017**

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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 –

|                       |  |
|-----------------------|--|
| “Administrative Cost” | means the charges for administering and delivering the Services as stipulated in Clause 5 of the Service Specifications as set out in Schedule 2 to the Conditions of Contract, representing the Monthly Unit Rate times the actual number of Service Users served;  |
| “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 21 of the Conditions of Contract;  |
| “Conforming 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;  |
| “Contract”            | <p>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 –</p> <ul style="list-style-type: none"><li>(a) these Interpretations;</li><li>(b) the Terms of Tender, insofar as they are applicable;</li><li>(c) the Offer to be Bound duly completed and signed by the Tenderer to whom a Contract is awarded;</li><li>(d) the Memorandum of Acceptance as signed on behalf of the Government;</li><li>(e) the Conditions of Contract;</li><li>(f) the Service Specifications;</li></ul> <p>together with all the respective appendices, schedules and annexes to any of the above documents;</p> |
| “Contract A”          | means the contract for Service Region of Kowloon City and Yau Tsim Mong Region with service boundaries set out in Annex 1;   |
| “Contract B”          | means the contract for Service Region of Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong) Region with service boundaries set out in Annex 1;  |
| “Contract C”          | means the contract for Service Region of New Territories Region with service boundaries set out in Annex 1;  |

### *Interpretations*

|                                    |   |
|------------------------------------|---|
| “Contract Commencement Date”       | means 1 February 2019 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 21 of the Conditions of Contract;   |
| “Contract Term” or “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 of the Government;  |
| “Electronic Token” or “E-token”    | means a plastic smart card that contains an embedded computer chip or other alternative devices for data storage, retrieval and transaction. It serves as an electronic wallet with stored value function for purchase of food items in food outlets of Food Contractor used by an eligible Service User. |
| “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;  |
| “Food Contractor”                  | means the contractor which is contracted by the Government to provide food items to the Service Users by purchase via Electronic Token;   |
| “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;  |

### *Interpretations*

|   |   |
|---|---|
| “Mandated 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 recognised;   |
| “Minimum Total Monthly Charge”              | means the Monthly Unit Rate in row [A] in paragraph 2 of the Price Proposal multiplying the pre-set Minimum Number of Service Users of each of the three Contracts that is set out in Schedule 2 (Price Proposal) to the Conditions of Contract;  |
| “Minimum Number of Service Users”           | means 2 500 service users for Contract A; 2 000 service users for Contract B; and 2 000 for Contract C that the Government is committed to on the basis of the Minimum Total Monthly Charge as set out in Clause 5.4.2 of the Conditions of Contract;   |
| “Month” or “month”                          | means calendar month;   |
| “Monthly Unit Rate”                         | means the service charges for administering and delivering the Services to one Service User as set out in Schedule 2 (Price Schedule) to the Conditions of Contract;  |
| “Non-refoulement Claimant”                  | means a person who have made claim 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; |
| “number of Service Users served in a month” | means the actual number of Service Users served as at the last day of a month   |
| “Professional Worker”                       | means a registered social worker or a 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 Monthly Unit Rate”                | means the monthly service charges for administering and delivering the Services to one Service User as set out in paragraph 2 of Appendix 2 to the Terms of Tender;   |

### *Interpretations*

|                            |   |
|----------------------------|---|
| "Registered Social Worker" | means those social workers registered under Social Workers Registration Ordinance (Cap. 505) in Hong Kong;  |
| "Relevant Experience"      | means the full-time experience gained after acquiring a bachelor degree in social work or counselling in providing (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong;  |
| "Services"                 | means the administering and delivery 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 –<br>(a) a minimum academic qualification of a bachelor degree from a university in Hong Kong or equivalent; and<br>(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 4.2 of the Conditions of Contract;   |
| "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 (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or 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 7 September 2018, as if it has been extended, the extended date;  |

### *Interpretations*

|                          |   |
|--------------------------|---|
| “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"><li>(a) these Interpretations;</li><li>(b) Notes for Tenderers;</li><li>(c) Part I: the Terms of Tender (“Terms of Tender”);</li><li>(d) Part II: a proforma Offer to be Bound;</li><li>(e) Part III: a proforma Memorandum of Acceptance;</li><li>(f) Part IV: the Conditions of Contract (“Conditions of Contract”); and</li><li>(g) Part V: the Service Specifications (“Service Specifications”)</li></ul> <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 Contract Value”   | <p>means the lump sum as set out in Schedule 2 to the Conditions of Contract, representing the Total Monthly Charge times 24 months;</p>  |
| “Total Monthly Charge”   | <p>means the lump sum as set out in Schedule 2 to the Conditions of Contract, representing Monthly Unit Rate for the estimated highest number of Service Users for the Service Region;</p>  |
| “UNHCR”                  | <p>means the United Nations High Commissioner for Refugees Sub-office in Hong Kong;</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 Mandated 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 continues to provide protection to Mandated Refugees and arrange their resettlement to a third country. In view of the above development, Non-refoulement Claimants under the USM have been covered under the service contract of "Provision of Assistance for Asylum Seekers and Torture Claimants", which has been renamed as "Provision of Assistance for Non-refoulement Claimants" in the contracts commenced from May 2015. Since the last service contracts commenced from February 2017, it was further renamed as "Administering and Delivery of Assistance for Non-refoulement Claimants".
- 1.3 Since the current service contracts are about to come to an end, there is a need to commission further service contracts in order to ensure continuation of the services to vulnerable Non-refoulement Claimants and Mandated Refugees.
- 1.4 Tenders are invited for the administering and delivery 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 administered and delivered by the Contractor will include 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. Environmental Protection**

- 2.1 Tenderers are requested to minimise the impact of their activities on the environment.
- 2.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gm should not be used for the text;
  - (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
  - (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

## 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 with reference to the estimated number of service users of the three Service Regions for the administering and delivering 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 : 15 August 2018 (Wednesday)**  
**Time : 3:30 p.m. to 5:00 p.m.**  
**Venue : Wan Chai Activities Centre**  
**LG/F, Wan Chai Market,**  
**258 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 5:00 p.m. on 9 August 2018. **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 9 August 2018. **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 15 August 2018, the briefing session will be cancelled, and the Government will notify Tenderers who have submitted the reply slip the arrangement of the replacement of 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)<sup>1</sup>  
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 (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or 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 assistance / emergency relief services” must comprise at least two of the following types of assistance, viz. (1) accommodation and / or shelter, (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 27 herein.
  - (ii) Only experience in providing humanitarian assistance / emergency relief services gained in the name 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; and
    - (2) 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 in “year”. This is calculated by the sum of the number of calendar days involved in the aggregate periods of experience divided by 365 days and rounded to one decimal place. For examples, if a Tenderer has an aggregate of 1 438 days of experience in providing humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date, it will be considered as having 3.9 years of the required experience. If a Tenderer has an aggregate of 1 445 days of experience in providing humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date, it will be considered as having 4 years of the required experience.
  - (iv) A Tenderer’s experience gained under different projects for provision of humanitarian assistance / emergency relief services will not be double-counted

for overlapping periods. Overlapping periods will be counted in accordance with the following example –

| Projects for provision of humanitarian assistance/emergency relief services | 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  |
|   |                     | <b>Total:</b>   | <b>1 356 days</b>                                 |

## 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 tender(s) 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 Contract Value 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 Contract Value or Administrative Cost or pricing information.
- 5.4 A Tenderer shall submit its Tender comprising the following -
  - (a) a duly completed and signed Offer to be Bound in the form set out in Appendix 9 of Part II (Offer to be Bound); and
  - (b) a Technical Proposal in the form set out in Appendix 1 to the Terms of Tender with “#” duly completed.



Failure to submit any of the information / documents stipulated above on or before the Tender Closing Date will render a Tender invalid and not be given further consideration.

- 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 60 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 60 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 ***Each tender of individual Service Region*** 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**<sup>1</sup> 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 duly completed and signed Offer to be Bound, all of which shall be without any indication of the Total Contract Value or Administrative Cost or pricing information, must be placed and sealed in one envelope clearly marked “Tender Reference: SWDT092017– Tender for Administering and Delivery of Assistance for Non-refoulement Claimants (Technical Proposal)”; and

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

- (b) the Price Proposal and Item (3) of Appendix 3 to the Terms of Tender must be placed and sealed in another envelope clearly marked “Tender Reference: SWDT092017 – Tender for Administering and Delivery of Assistance for Non-refoulement Claimants (Price Proposal)”.
- 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 Logistics Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, 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. The Tenderer shall be bound by the tendered prices quoted in its Tender if the Tender is accepted by the Government.
- 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 The estimated number of the Service Users specified in Schedule 2 (Price Schedule) is provided for the Tenderers’ reference only, and are not figures to which the Government binds itself to adhere. The actual number of the Service Users may vary

depending on the actual number of Non-refoulement Claimants eligible for the Services and the Successful Tenderer must accept any increase or decrease of the stated estimate number of the Service Users. The Government disclaims liability for any loss or damage (including loss of profit) suffered or incurred by any Tenderer howsoever caused arising from the use of or reliance on any such information, data or statistics.

- 7.4 A Tenderer must quote, and any quotation submitted in Schedule 2 (Price Schedule) shall be deemed to be, an all-inclusive price for the Monthly Unit Rate of the Administrative Cost charged for administering and delivering the Services in a manner as stipulated in the Service Specifications and the terms and conditions of the Contract.
- 7.5 A Tenderer must complete the proposed Monthly Unit Rate for **each range** of Service Users in the Price Proposal, which are fixed and not subject to any variation of whatsoever nature, otherwise **the Tenderer's Tender will not be considered further.**
- 7.6 A Tenderer shall use the Monthly Unit Rate for each range of Service Users in paragraph 2 in the Price Proposal (i.e. Appendix 2 to the Terms of Tender) and work out the calculation accurately in the tables in paragraphs 3 and 4 therein respectively. Should there be deviation in the calculation in the tables under paragraphs 2, 3 and 4 therein; the Government shall be at liberty to work out the Total Monthly Charge in paragraph 3 and estimated Total Contract Value in paragraph 4 for the quoted highest number of Service Users in accordance with the Monthly Unit Rate as proposed for **each range** of Service Users in the table of paragraph 2 therein. The quoted highest number of Service Users is provided for Tenderer's reference and for calculation of the Total Monthly Charge and the estimated Total Contract Value only for the purpose of price assessment. The Government does not warrant, undertake or bind itself to provide such number of Service Users under the Contract.
- 7.7 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 with Essential Requirements, 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 with Essential Requirements**

- 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 technical mark of less than 40, 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 –

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

#### **Stage 4 – Price Assessment**

- 9.9 A Tender without completing “Proposed Monthly Unit Rate” in paragraph 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 –

$$\frac{\text{Lowest estimated Total Contract Value amongst all Tenderers being assessed}}{\text{Estimated Total Contract Value proposed by the Tenderer being assessed}} \times 60$$

#### **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 Contract Value 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 Conforming Tender received**

- 9.15.1 Contracts with only one Conforming Tender received would be considered first. In case where a Tenderer has bid for a Contract for which there is no other Conforming Tender received and its bid is a Conforming Tender with the estimated Total Contract Value 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 Conforming 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 Conforming Tender received and its bids for these two Contracts are Conforming Tenders with the estimated Total Contract Values 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 Conforming 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 Conforming Tender received and its bids for these three Contracts are Conforming Tenders with the estimated Total Contract Values offered for the Contracts being considered reasonable by the Government, all its tenders will be accepted.

Phase 2 – Contracts with more than one Conforming 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 Conforming Tender received, its tender for another Contract will normally be accepted under Phase 2 if it attains the highest total weighted mark and offers the estimated Total Contract Value 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 Conforming Tender received and its bids attain the highest total weighted mark in the two Contracts with the estimated Total Contract Values 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 estimated Total Contract Value 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 Conforming Tender received and its bids attain the highest total weighted mark in all three Contracts with the estimated Total Contract Values 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 estimated Total Contract Value 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 Conforming Tender(s) or none of the estimated Total Contract Value(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 (also referred to as Balance Sheet), Statement of Profit or Loss and Other Comprehensive Income (also referred to as Income Statement), Statement of Changes in Equity, Statement of Cash Flows and notes to the 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 joint venture or partnership, audited financial statements for each member of the joint venture or partnership shall be prepared and submitted if the member(s) are incorporated bodies;
  - (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 the 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 Other Comprehensive Income 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 and Other Comprehensive Income 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](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 Award of contracts will be subject to approval of the funds required. 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 of SWD - [http://www.swd.gov.hk/en/index/site\\_tenderdtl](http://www.swd.gov.hk/en/index/site_tenderdtl).

#### **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 fifteen (15) 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 the estimated Total Contract Value.
- 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 estimated Total Contract Value.

- 15.4 If a Successful Tenderer fails to deliver to the Government the Contract Deposit in accordance with this Clause 15 or fulfil 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 Conforming 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. Complaints about Tendering Process or Contract Awards**

The tendering process is subject to internal monitoring to ensure that contractors are awarded properly and fairly. Without prejudice to Clause 9 hereof, any Tenderer who feels that its offer has not been fairly evaluated may write to the Director of Social Welfare who will personally examine the complaint and refer it to the approving authority / relevant tender boards for consideration if it relates to the tendering system or procedures followed. Tenderers are to note that the Director of Social Welfare shall not consider a complaint that is lodged later than 3 months after the award of Contract.

## **23. Personal Data Provided**

- 23.1 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.

- 23.2 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

## **24. 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.

## **25. 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.

## **26. Warranty against Collusion**

- 26.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Tendering Certificate referred to in Paragraph 26.2 below), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- 26.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Appendix 8) as part of its Tender.
- 26.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Paragraph 26.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 26.2 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government -
- (a) reject the Tenderer's Tender;
  - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and
  - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 23.2 of the Conditions of Contract.
- 26.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Paragraph 26.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 26.2 above.
- 26.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Paragraph 26.1 above or in the Non-collusive Tendering Certificate submitted by it under Paragraph 26.2 above may prejudice its future standing as a Government contractor or service provider.
- 26.6 The rights of the Government under Paragraphs 26.3 to 26.5 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

## **27. Relevant Experience and Supervisory Experience**

- 27.1 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.

27.2 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 assistance / emergency relief services” as set out in Clause 4.3(b)(i) shall apply to this Clause.
- (b) The required experience will be counted in “year”. This is calculated by the sum of the number of calendar days involved in the aggregate periods of experience divided by 365 days and rounded to one decimal place. For example, if the Relevant Experience or the Supervisory Experience (as the case may be) has an aggregate of 1 438 days of experience during the past 20 years immediately preceding the original Tender Closing Date, it will be considered as having 3.9 years of the required experience. If the Relevant Experience or the Supervisory Experience has an aggregate of 1 445 days of experience during the past 20 years immediately preceding the original Tender Closing Date, it will be considered as having 4 years of the required experience.
- (c) The experience gained by a Service Director or a Professional Worker under different projects for provision of humanitarian assistance / emergency relief services will not be double-counted for those overlapping periods. Those overlapping periods will be counted in accordance with the following example –

| <b>Projects for provision of humanitarian assistance/emergency relief services</b> | <b>Service period</b> | <b>Service period without overlapping with the service period of another project</b> | <b>Number of days counted for accumulated experience</b> |
|--|-----------------------|--|--|
| 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   |
|  |                       | <b>Total:</b>  | <b>1 356 days</b>  |

## 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 60 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 60 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 the 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 the 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 the Administering and Delivery of Assistance for Non-refoulement Claimants in respect of Service Region \*[Kowloon City and Yau Tsim Mong (Contract A) / Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong) (Contract B) / New Territories (Contract C)].

### **Part A – Tenderer’s information**

|     |  |     |  |     |   |     |  |
|-----|--|-----|--|-----|---|-----|--|
| 1   | Name of the Tenderer:<br><br><br><br><br><br><br><br><br><br>  |     |  |     |   |     |  |
| 2   | Business Entity and Registration Status of the Tenderer (a copy of the supporting document(s) where applicable shall be submitted):<br><br><i>(Put a ✓ in the appropriate box below and assign a number for each Annex sequentially)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; vertical-align: top;">(a)</td><td style="padding: 5px;"> <input type="checkbox"/> <b>Incorporated under Companies Ordinance (Cap. 622)</b><br/><br/>           Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____<br/><br/>           Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____         </td></tr> <tr> <td style="text-align: center; vertical-align: top;">(b)</td><td style="padding: 5px;"> <input type="checkbox"/> <b>Incorporated by Statute</b><br/><br/>           Relevant Ordinance is attached in Annex ____<br/><br/>           Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____         </td></tr> <tr> <td style="text-align: center; vertical-align: top;">(c)</td><td style="padding: 5px;"> <input type="checkbox"/> <b>Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306)</b><br/><br/>           Relevant registration certificate is attached in Annex ____<br/><br/>           Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____         </td></tr> </table> | (a) | <input type="checkbox"/> <b>Incorporated under Companies Ordinance (Cap. 622)</b><br><br>Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____<br><br>Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | (b) | <input type="checkbox"/> <b>Incorporated by Statute</b><br><br>Relevant Ordinance is attached in Annex ____<br><br>Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ | (c) | <input type="checkbox"/> <b>Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306)</b><br><br>Relevant registration certificate is attached in Annex ____<br><br>Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____ |
| (a) | <input type="checkbox"/> <b>Incorporated under Companies Ordinance (Cap. 622)</b><br><br>Certificate of Incorporation under Companies Ordinance (Cap. 622) is attached in Annex ____<br><br>Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____   |     |  |     |   |     |  |
| (b) | <input type="checkbox"/> <b>Incorporated by Statute</b><br><br>Relevant Ordinance is attached in Annex ____<br><br>Registration under section 88 of the Inland Revenue Ordinance (Cap. 112) is attached in Annex ____  |     |  |     |   |     |  |
| (c) | <input type="checkbox"/> <b>Incorporated under the Registered Trustees Incorporation Ordinance (Cap. 306)</b><br><br>Relevant registration certificate is attached in Annex ____<br><br>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): |

5<sup>2</sup> ☐ \*I / We, being the Tenderer, hereby has / have an aggregate of at least three years of proven experience in providing (i) humanitarian assistance for Non-refoulement Claimants and / or similar class of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date.

# Please complete the following table:

| Projects for provision of humanitarian assistance/emergency relief services | 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:<br>(a)   |   |                |    |  |    | (days)  |
| Total number of years of experience :<br>(i.e. (a) ÷ 365 days)              |   |                |    |  |    | (years)   |

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

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

## Part B – Service Plan

| Section   | Service Plan<br>(Information / Proposal)  |   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
|---|---|---|---|----------------|----|--|--|---|---|----|------|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------|--|--|--|--|--|--------|---|--|--|--|--|--|---------|------------|------------------------------|---------------|--|--|--|--|--|--|--|--|--|
| <b>A</b>  | <b>Tenderer's Experience</b>  |   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
| A1  | <p>Number of aggregate years of proven experience of the Tenderer in providing (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong during the past 20 years immediately preceding the original Tender Closing Date.</p> <p>Please complete the following table<sup>3</sup>:<br/># Table A1:</p> <table border="1"> <thead> <tr> <th rowspan="2">Projects for provision of humanitarian assistance/emergency relief services</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">Total : (a)</td><td>(days)</td></tr> <tr> <td colspan="6">Total number of years of experience : (i.e. (a) ÷ 365 days)</td><td>(years)</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 the 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> | Projects for provision of humanitarian assistance/emergency relief services | 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 of experience : (i.e. (a) ÷ 365 days) |  |  |  |  |  | (years) | Serial No. | Name of Supporting Documents | Enclosure No. |  |  |  |  |  |  |  |  |  |
| Projects for provision of humanitarian assistance/emergency relief services | 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 of experience : (i.e. (a) ÷ 365 days)                 |   |   |   |                |    | (years)  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
| Serial No.  | Name of Supporting Documents  | Enclosure No.   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
|   |   |   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
|   |   |   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |
|   |   |   |   |                |    |  |  |   |   |    |      |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |        |   |  |  |  |  |  |         |            |                              |               |  |  |  |  |  |  |  |  |  |

<sup>3</sup> 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 projects for provision of humanitarian assistance / emergency relief services with overlapping periods

| A2   | 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. |   |                            |    |  |               |   |
|--|--|---|----------------------------|----|--|---------------|---|
|  | Please complete the following table <sup>4</sup> :   |   |                            |    |  |               |   |
|  | # Table A2:  |   |                            |    |  |               |   |
|  | Projects for provision of humanitarian assistance/emergency relief services  | 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 :<br>(a)   |   |                            |    |  |               | (days)  |
|  | Total number of years of experience :<br>(i.e. (a) ÷ 365 days)   |   |                            |    |  |               | (years)   |
|  | For supporting documents required, please see Explanatory Note on Information and / or Documents to be Submitted for Technical Assessment in Appendix 4 to the Terms of Tender.                |   |                            |    |  |               |   |
| In providing the supporting documents for A2 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. |   |
|  |  |   |                            |    |  |               |   |
|  |  |   |                            |    |  |               |   |
|  |  |   |                            |    |  |               |   |
|  |  |   |                            |    |  |               |   |
|  |  |   |                            |    |  |               |   |

<sup>4</sup> Please refer to Clause 27 of the Terms of Tender for the calculation of Supervisory Experience

|           |  |
|-----------|--|
| <b>B</b>  | <b>Quality of Services Proposed</b>  |
| <b>B1</b> | <p>Quality of case assessment and implementation plan:</p> <p>(1) Procedures 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 5.1 of the Service Specifications</p> <p>(2) Procedures to complete an assessment of a Service User's eligibility for different types and levels of assistance including that of very urgent, vulnerable and needy cases, 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 5.1 of the Service Specifications</p> <p>(3) Procedures to assess the genuine needs of Service Users who request for Extra Assistance as stipulated in Clause 5.5 of the Service Specifications and to approve the Extra Assistance with due regard to the requirements set in Clause 5.6 and 5.7 of the Service Specifications</p> <p>(4) Procedures 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) 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         |
|    | (3) Methods to monitor the condition of the Service Users in the accommodation (including the safety and hygiene condition of the accommodation)   |
|    | (4) Arrangement for payment of rent and utilities fees for electricity supply, water supply and gas provision  |
|    | (5) Arrangement for and methods to monitor disbursement and recovery of rental deposit and disbursement of property agent fee  |
|    | (6) Measures to handle suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee  |
| B3 | (7) Procedures to handle emergency relocation cases  |
|    | Quality of food service delivery and monitoring plan:  |
|    | Delivery of food assistance in the form of Electronic Tokens –   |
|    | (1) Measures to monitor the distribution of Electronic Tokens to Service Users including proper records of Electronic Token distributed, measures to ensure proper storage of Electronic Token in not-yet-activated status |

|    |  |
|----|--|
|    | (2) Measures to assign the accurate face value and validity period onto the Electronic Tokens with proper cross-checking mechanism involving appropriate level of staff to prevent abuse and keep track of the staff's integrity |
|    | Delivery of in-kind food assistance during contingency –   |
|    | (3) Contingency plan including procedures / measures to assess, provide and monitor the distribution of in-kind food for urgent cases and other Service Users with justifiable needs   |
|    | (4) Submission of an in-kind food list to be provided to Service Users with due regard to the nutritious, cultural, religious and other specific needs of Service Users such as food for ill-health persons                      |
|    | Delivery of both Electronic Tokens and in-kind food –  |
|    | (5) Measures to prevent misuse of and to handle reports of misuse of Electronic Tokens / in-kind food; and to handle Service User who is found to have misused the Electronic Tokens / in-kind food                              |
| 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 | <b>Human Resource Management</b>  |
| 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 and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or victims of massive disasters arising from war or earthquakes or other natural disasters in or outside Hong Kong |
|----|---|

**- 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) **Charge for Administrative Cost**  
The Administrative Cost shall include all the cost incurred by the Contractor in administering and delivering the Services in a manner as stipulated in the Service Specifications and the terms and conditions of the Contract. The Administrative Cost shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of administering and delivering 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 as stipulated in Clause 4 of the Conditions of Contract and Clause 5 of the Service Specifications.

Administrative Cost will be provided to Contractor according to the actual number of Service Users served times the Monthly Unit Rate for the respective ranges of Service Users per month. An illustration of the calculation is made as follows -

| Number of Service Users served for the respective ranges of Service Users | Monthly Unit Rate (\$)*)<br>(for the additional Service Users that fall into the Range) |
|---|---|
| 10 000 or below   | (e.g. \$A)  |
| additional 3 000 at the range of 10 001 – 13 000                          | (e.g. \$B)  |
| additional 3 000 at the range of 13 001 – 16 000                          | (e.g. \$C)  |
| additional 3 000 at the range of 16 001 – 19 000                          | (e.g. \$D)  |
| additional 3 000 at the range of 19 001 – 22 000                          | (e.g. \$E)  |
| additional number of Service Users on top of 22 001 or above              | (e.g. \$F)  |

\*Administrative Cost will be paid based on the Monthly Unit Rate of respective ranges of the number of Service Users. The number of Service Users served in a

***Price Proposal***

month will be the total number of the Service Users served as at the last day of a month.

Example 1: Administrative Cost for 10 100 Service Users will be:

$\$A \times 10\,000 + \$B \times 100$

Example 2: The Administrative Cost for 22 100 Service Users will be:

$\$A \times 10\,000 + \$B \times 3\,000 + \$C \times 3\,000 + \$D \times 3\,000 + \$E \times 3\,000 + \$F \times 100$

- (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.

(Contract A)

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

The Tenderer must provide below charges for Administrative Cost for administering and delivering of the Services for the Service Region to be bid –

1. Service Region to be bid : [ Kowloon City and Yau Tsim Mong]  
(Contract A)

2. Proposed Monthly Unit Rate for the Service Region to be bid:

| Ranges of Number of Service Users served             | Monthly Unit Rate (HK\$) <sup>Note 1 and 2</sup><br>(for the number of Service Users that fall into the Range) |     |
|--|--|-----|
| 2 500 or below                                       | [HK\$_____]  | [A] |
| additional 750 at the range of 2 501 – 3 250         | [HK\$_____]  | [B] |
| additional 750 at the range of 3 251 – 4 000         | [HK\$_____]  | [C] |
| additional 750 at the range of 4 001 – 4 750         | [HK\$_____]  | [D] |
| additional 750 at the range of 4 751 – 5 500         | [HK\$_____]  | [E] |
| additional number of Service Users at 5 501 or above | [HK\$_____]  | [F] |

3. Total Monthly Charge for estimated highest number of 5 501 Service Users for the Service Region to be bid:

|   |   |             |       |
|---|---|-------------|-------|
|   | Monthly Unit Rate [A] × 2 500   | [HK\$_____] | [\$A] |
| + | Monthly Unit Rate [B] × 750   | [HK\$_____] | [\$B] |
| + | Monthly Unit Rate [C] × 750   | [HK\$_____] | [\$C] |
| + | Monthly Unit Rate [D] × 750   | [HK\$_____] | [\$D] |
| + | Monthly Unit Rate [E] × 750   | [HK\$_____] | [\$E] |
| + | Monthly Unit Rate [F] × 1   | [HK\$_____] | [\$F] |
| = | Total Monthly Charge for 5 501 Service Users<br>= (\$A) + (\$B) + (\$C) + (\$D) + (\$E) + (\$F) | [HK\$_____] | [\$G] |

4. Estimated Total Contract Value for the Contract Term for the Service Region to be bid:

Total Monthly Charge for the estimated highest number of 5 501 Service Users  
(i.e.[\$G] × 24 months of Contract Term) = [HK\$ ]

Note 1: The proposed Monthly Unit Rate for **each range** of Service Users must be completed, fixed and not subject to any variation of whatsoever nature; otherwise, **the Tenderer's Tender will not be considered further.**

Note 2: A Tenderer shall use the Monthly Unit Rate for **each range** of Service Users in paragraph 2 and work out the calculation accurately in the tables in paragraphs 3 and 4 respectively. Should there be deviation in the calculation in the tables under paragraphs 2, 3 and 4 herein; the Government shall be at liberty to work out the Total Monthly Charge in paragraph 3 and estimated Total Contract Value in paragraph 4 for 5 501 Service Users in accordance with the Monthly Unit Rate in the table of paragraph 2 herein. The highest number of 5 501 Service Users is provided for Tenderer's reference and for calculation of the quoted Total Monthly Charge and the estimated Total Contract Value is only for the purpose of price assessment. The Government does not warrant, undertake or bind itself to provide such number of Service Users under the Contract.

(Contract B)

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

The Tenderer must provide below charges for Administrative Cost for administering and delivering of the Services for the Service Region to be bid –

1. Service Region to be bid : [Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong)]  
(Contract B)

2. Proposed Monthly Unit Rate for the Service Region to be bid:

| Ranges of Number of Service Users served             | Monthly Unit Rate (HK\$) <sup>Note 1 and 2</sup><br>(for the number of Service Users that fall into the Range) |     |
|--|--|-----|
| 2 000 or below                                       | [HK\$_____]  | [A] |
| additional 750 at the range of 2 001 – 2 750         | [HK\$_____]  | [B] |
| additional 750 at the range of 2 751 – 3 500         | [HK\$_____]  | [C] |
| additional 750 at the range of 3 501 – 4 250         | [HK\$_____]  | [D] |
| additional 750 at the range of 4 251 – 5 000         | [HK\$_____]  | [E] |
| additional number of Service Users at 5 001 or above | [HK\$_____]  | [F] |

3. Total Monthly Charge for estimated highest number of 5 001 Service Users for the Service Region to be bid:

|   |   |             |       |
|---|---|-------------|-------|
|   | Monthly Unit Rate [A] × 2 000   | [HK\$_____] | [\$A] |
| + | Monthly Unit Rate [B] × 750   | [HK\$_____] | [\$B] |
| + | Monthly Unit Rate [C] × 750   | [HK\$_____] | [\$C] |
| + | Monthly Unit Rate [D] × 750   | [HK\$_____] | [\$D] |
| + | Monthly Unit Rate [E] × 750   | [HK\$_____] | [\$E] |
| + | Monthly Unit Rate [F] × 1   | [HK\$_____] | [\$F] |
| = | Total Monthly Charge for 5 001 Service Users<br>= (\$A) + (\$B) + (\$C) + (\$D) + (\$E) + (\$F) | [HK\$_____] | [\$G] |



4. Estimated Total Contract Value for the Contract Term for the Service Region to be bid:

|  |
|--|
| Total Monthly Charge for the estimated highest number of 5 001 Service Users<br>(i.e.[\$G] × 24 months of Contract Term) = [HK\$ ] |
|--|

Note 1: The proposed Monthly Unit Rate for **each range** of Service Users must be completed, fixed and not subject to any variation of whatsoever nature; otherwise, **the Tenderer's Tender will not be considered further.**

Note 2: A Tenderer shall use the Monthly Unit Rate for **each range** of Service Users in paragraph 2 and work out the calculation accurately in the tables in paragraphs 3 and 4 respectively. Should there be deviation in the calculation in the tables under paragraphs 2, 3 and 4 herein; the Government shall be at liberty to work out the Total Monthly Charge in paragraph 3 and estimated Total Contract Value in paragraph 4 for 5 001 Service Users in accordance with the Monthly Unit Rate in the table of paragraph 2 herein. The highest number of 5 001 Service Users is provided for Tenderer's reference and for calculation of the quoted Total Monthly Charge and the estimated Total Contract Value is only for the purpose of price assessment. The Government does not warrant, undertake or bind itself to provide such number of Service Users under the Contract.

(Contract C)

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

The Tenderer must provide below charges for Administrative Cost for administering and delivering of the Services for the Service Region to be bid –

1. Service Region to be bid : [New Territories]  
(Contract C)
2. Proposed Monthly Unit Rate for the Service Region to be bid:

| Ranges of Number of Service Users served             | Monthly Unit Rate (HK\$) <sup>Note 1 and 2</sup><br>(for the number of Service Users that fall into the Range) |     |
|--|--|-----|
| 2 000 or below                                       | [HK\$_____]  | [A] |
| additional 750 at the range of 2 001 – 2 750         | [HK\$_____]  | [B] |
| additional 750 at the range of 2 751 – 3 500         | [HK\$_____]  | [C] |
| additional 750 at the range of 3 501 – 4 250         | [HK\$_____]  | [D] |
| additional 750 at the range of 4 251 – 5 000         | [HK\$_____]  | [E] |
| additional number of Service Users at 5 001 or above | [HK\$_____]  | [F] |

3. Total Monthly Charge for estimated highest number of 5 001 Service Users for the Service Region to be bid:

|   |   |             |       |
|---|---|-------------|-------|
|   | Monthly Unit Rate [A] × 2 000   | [HK\$_____] | [\$A] |
| + | Monthly Unit Rate [B] × 750   | [HK\$_____] | [\$B] |
| + | Monthly Unit Rate [C] × 750   | [HK\$_____] | [\$C] |
| + | Monthly Unit Rate [D] × 750   | [HK\$_____] | [\$D] |
| + | Monthly Unit Rate [E] × 750   | [HK\$_____] | [\$E] |
| + | Monthly Unit Rate [F] × 1   | [HK\$_____] | [\$F] |
| = | Total Monthly Charge for 5 001 Service Users<br>= (\$A) + (\$B) + (\$C) + (\$D) + (\$E) + (\$F) | [HK\$_____] | [\$G] |

4. Estimated Total Contract Value for the Contract Term for the Service Region to be bid:

Total Monthly Charge for the estimated highest number of 5 001 Service Users  
(i.e.[\$G] × 24 months of Contract Term) = [HK\$ ]

Note 1: The proposed Monthly Unit Rate for **each range** of Service Users must be completed, fixed and not subject to any variation of whatsoever nature; otherwise, **the Tenderer's Tender will not be considered further.**

Note 2: A Tenderer shall use the Monthly Unit Rate for **each range** of Service Users in paragraph 2 and work out the calculation accurately in the tables in paragraphs 3 and 4 respectively. Should there be deviation in the calculation in the tables under paragraphs 2, 3 and 4 herein; the Government shall be at liberty to work out the Total Monthly Charge in paragraph 3 and estimated Total Contract Value in paragraph 4 for 5 001 Service Users in accordance with the Monthly Unit Rate in the table of paragraph 2 herein. The highest number of 5 001 Service Users is provided for Tenderer's reference and for calculation of the quoted Total Monthly Charge and the estimated Total Contract Value is only for the purpose of price assessment. The Government does not warrant, undertake or bind itself to provide such number of Service Users under the Contract.

**- 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 the Terms of Tender.)

| <b>Item</b> | <b>Financial Information as Required<br/>in accordance with Clause 10 of the Terms of Tender</b>   |
|-------------|--|
| (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 the Terms of Tender.)

| Item | Financial Information as Required<br>in accordance with Clause 10 of the 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 are certified by the Tenderer’s chief executive or directors.</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 Documents  
(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   |
|------------------------------------|--|---------------|--|
| <b>(A) Tenderer's Experience</b>   |  |               |  |
| A1                                 | Number of aggregate years of proven experience <sup>5</sup> of the Tenderer in providing (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or 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' &gt;7 years<br/>'4' &gt;6 years to = 7 years<br/>'3' &gt;5 years to = 6 years<br/>'2' &gt;4 years to = 5 years<br/>'1' &gt;3 years to = 4 years<br/>'0' =3 years</p>  |
| A2                                 | Number of aggregate years of proven 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' &gt;7 years<br/>'4' &gt;6 years to = 7 years<br/>'3' &gt;5 years to = 6 years<br/>'2' &gt;4 years to = 5 years<br/>'1' &gt;3 years to = 4 years<br/>'0' ≤3 years</p> |

<sup>5</sup> Please refer of Clause 4.3 of the Terms of Tender, which are applicable to Assessment Sub-criteria A1.

| Assessment Criteria / Sub-criteria      |  | Maximum Marks | Marks Attained  |
|---|--|---------------|---|
| <b>(B) Quality of Services Proposed</b> |  |               |   |
| 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<br/> ‘16’ : very good<br/> ‘12’ : good<br/> ‘8’ : average<br/> ‘4’ : fair<br/> ‘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<br/> ‘16’ : very good<br/> ‘12’ : good<br/> ‘8’ : average<br/> ‘4’ : fair<br/> ‘0’ : not feasible</p> |
| B3                                      | Quality of food service delivery and monitoring 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>  |

| Assessment Criteria / Sub-criteria |  | Maximum Marks | Marks Attained   |
|------------------------------------|--|---------------|--|
|                                    |  |               | '20' : excellent<br>'16' : very good<br>'12' : good<br>'8' : average<br>'4' : fair<br>'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<br><br>'5' : excellent<br>'4' : very good<br>'3' : good<br>'2' : average<br>'1' : fair<br>'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<br><br>'5' : excellent<br>'4' : very good<br>'3' : good<br>'2' : average<br>'1' : fair<br>'0' : not feasible  |

| Assessment Criteria / Sub-criteria |  | Maximum Marks | Marks Attained   |
|------------------------------------|--|---------------|--|
| 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<br/> ‘4’ : very good<br/> ‘3’ : good<br/> ‘2’ : average<br/> ‘1’ : fair<br/> ‘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:&lt;110<br/> ‘5’ 1: 110 - &lt;114<br/> ‘4’ 1:114 - &lt;118<br/> ‘3’ 1:118 - &lt;122<br/> ‘2’ 1:122 - &lt;126<br/> ‘1’ 1:126 - &lt;130<br/> ‘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: &lt;120<br/> ‘3’ 1:120 - &lt;130<br/> ‘2’ 1:130 - &lt;140<br/> ‘1’ 1:140 - &lt;150<br/> ‘0’ ≥1:150</p>  |

| Assessment Criteria / Sub-criteria                                  |  | Maximum Marks | Marks Attained   |
|---|--|---------------|--|
| 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’ &gt;70%</p> <p>‘4’ &gt;65% to 70%</p> <p>‘3’ &gt;60% to 65%</p> <p>‘2’ &gt;55% to 60%</p> <p>‘1’ &gt;50% to 55%</p> <p>‘0’ ≤50%</p> |
| <p>Total Technical Mark = 100 (maximum)<br/>(40 = 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 and monitoring 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 (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection, and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes in or 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 assistance / emergency relief services are / were provided
- (2) documents showing the commencement and end dates of humanitarian assistance / emergency relief services provided
- (3) documents / service pamphlets showing the scope of services, nature of humanitarian assistance / emergency relief 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 (i) humanitarian assistance for Non-refoulement Claimants and / or similar classes of persons who have claimed asylum and / or non-refoulement protection, and / or (ii) emergency relief services for victims of massive disasters arising from war or earthquakes or other natural disasters in or 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 letter(s) 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 to process the request for the Services from referrals of SWD with due regard to the requirements set out in Clause 5.1 of the Service Specifications
    - (2)\* Procedures to complete an assessment of a Service User’s eligibility for different types and levels of assistance including that of very urgent, vulnerable and needy cases; 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 5.1 of the Service Specifications
    - (3)\* Procedures to assess the genuine needs of Service Users who request for Extra Assistance as stipulated in Clause 5.5 of the Service Specifications and to approve the Extra Assistance with due regard to the requirements set in Clause 5.6 and 5.7 in the Service Specifications
    - (4) Procedures 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. 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 Regions, 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)\* 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
  - (3)\* Methods to monitor the condition of the Service Users in the accommodation (including the safety and hygiene conditions of the accommodation)
  - (4) Arrangement for payment of rent and utilities fees for electricity supply, water supply and gas provision
  - (5)\* Arrangement for and methods to monitor disbursement and recovery of rental deposit and disbursement of property agent fee
  - (6) Measures to handle suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee
  - (7) Procedures to handle emergency relocation cases
- (iii) Food service delivery and monitoring plan shall include the following items –
- Delivery of food assistance in the form of Electronic Tokens –
- (1)\* Measures to monitor the distribution of Electronic Tokens to Service Users including proper records of Electronic Token distributed, measures to ensure proper storage of Electronic Token in not-yet-activated status
  - (2)\* Measures to assign the accurate face value and validity period onto the Electronic Tokens with proper cross-checking mechanism involving appropriate level of staff to prevent abuse and keep track of the staff's integrity

Delivery of in-kind food assistance during contingency –

- (3)\* Contingency plan including procedures / measures to assess, provide and monitor the distribution of in-kind food for urgent cases and other Service Users with justifiable needs
- (4) Submission of an in-kind food list to be provided to Service Users with due regard to the nutritious, cultural, religious and other specific needs of Service Users such as food for ill-health persons

Delivery of both Electronic Tokens and in-kind food –

- (5) Measures to prevent misuse of and to handle reports of misuse of Electronic Tokens / in-kind food; and to handle Service User who is found to have misused the Electronic Tokens / in-kind food
- (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 plan 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 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 and / or similar classes of persons who have claimed asylum and / or non-refoulement protection; and / or victims of massive disasters arising from war or earthquakes or other natural disasters in or 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 2<sup>nd</sup> highest total weighted mark under Phase 2.

| <b>Tenderer</b><br><b>Ranking</b> | <b>Contract A</b> | <b>Contract B</b> | <b>Contract C</b> |
|-----------------------------------|-------------------|-------------------|-------------------|
| 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 estimated Total Contract Value 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 estimated Total Contract Value 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 the Terms of Tender –

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

Combination y: Contract A awarded to T2 + Contract C awarded to T1. The aggregate estimated Total Contract Value 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.

| <b>Tenderer<br/>Ranking</b> | <b>Contract A</b>                              | <b>Contract B</b>                              | <b>Contract C</b>                              |
|-----------------------------|--|--|--|
| R1                          | T1 ✓<br>(Total Contract Value: \$90 million )  | T1 ✓<br>(Total Contract Value: \$200 million ) | T1 ✗<br>(Total Contract Value: \$130 million ) |
| R2                          | T2 ✗<br>(Total Contract Value: \$110 million ) | -  | T4 ✓<br>(Total Contract Value: \$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 Conforming Tender received and its bids attain the highest total weighted mark in all three Contracts with the estimated Total Contract Value 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 the 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 estimated Total Contract Value which are considered reasonable by the Government in the three Contracts to work out the following three possible combinations based on the estimated Total Contract Value 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 the 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 estimated Total Contract Value for the three Contracts is \$410 million.

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

Combination zz: Contract A awarded to T2 + Contracts B and C awarded to T1. The aggregate estimated Total Contract Value 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.

| <b>Tenderer</b><br><b>Ranking</b> | <b>Contract(A)</b>                           | <b>Contract (B)</b>                          | <b>Contract (C)</b>                            |
|-----------------------------------|--|--|--|
| R1                                | T1 ✓<br>(Total Contract Value:\$90 million)  | T1 ✓<br>(Total Contract Value:\$200 million) | T1 ✗<br>(Total Contract Value : \$130 million) |
| R2                                | T2 ✗<br>(Total Contract Value:\$110 million) | T3 ✗<br>(Total Contract Value:\$250 million) | T4 ✓<br>(Total Contract Value : \$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: SWDT092017) (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, re-organisation 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 authorizes 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 Guarantor .....has 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 )  
dated .....by ..... 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: SWDT092017**  
**Administering and Delivery of Assistance for**  
**Non-refoulement Claimants**

\*I / We would like to attend the briefing session to be held at 3:30 p.m. on 15 August 2018 (Wednesday) at Wan Chai Activities Centre, LG/F, Wan Chai Market, 258 Queen's Road East, Wan Chai, Hong Kong.

| <u>Full Name of Attendee(s)</u> <sup>(Note 2)</sup> | <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 9 August 2018.
  - 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 the Terms of Tender on or before 5:00 p.m. on 9 August 2018. Late submission may jeopardise a Tenderer chance to attend the Briefing Session.

*\*delete where inapplicable*

## **Appendix 8**

### **Non-collusive Tendering Certificate**

*(To be completed and returned together with the tender submission)*

To: the Government

Dear Sir/ Madam,

**Non-collusive Tendering Certificate**

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

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

Non-collusion

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

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



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

**Disclosure of subcontracting**

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

**Consequences of breach or non-compliance**

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 26.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 26.3 to 26.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

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

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

Name of the authorised signatory (where :  
applicable)

Title of the authorised signatory (where :  
applicable)

Date :

## 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 :SWDT092017), 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 authorised 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 9**

### **Sample of 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/T010/2015), 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  
( New Territories 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 authorised 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, Sun Yuen Long Centre, 8 Long Yat Rd, Yuen Long.

Signed by CHAN Tai-man, Chief Executive  
(Name and Post of Authorised Signatory in Block Letters)

) TM Chan

for and on behalf of the Tenderer

in the presence of and signed by WONG Ming-ming  
(Name of Witness in Block Letters)

) Ming



(Company Chop)

Date: 15.11.2016

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

Authorised Signatory signs here

Witness signs here

Company Chop stamps here

### **Part III –Memorandum of Acceptance**

The Tender Documents (Ref:SWDT092017) 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 Contract A/B/C. 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 Notwithstanding Clause 1.1 above, the Government shall be entitled to extend the Term for a further period(s) of up to two (2) years in aggregate by giving not less than six months' notice in writing to the Contractor before the expiry of the original Term as specified in Clause 1.1 or the last extended Term. The Contract as extended shall continue without break until the end of the last extension, on and subject to the same terms and conditions up to the expiry of the original Term or the last extended Term, as the case may be.
- 1.3 The Government may, subject to Clause 1.4 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 / she shall deem necessary and the Contractor shall provide the Services in accordance with such variations / modifications as the case may be.
- 1.4 Where any variation / modification under Clause 1.3 herein shall render the continued provision of the Services at the Monthly Unit Rate unfair and unjust, the parties to the Contract shall in good faith agree on an adjustment to the Monthly Unit Rate.
- 1.5 In the event the Contractor has completed the term of the Contract, the Contractor shall, upon receipt of a notification in writing by the Government Representative, 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.
- 1.6 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. Probable Requirement**

- 2.1 The Contractor acknowledges that the estimated ranges of number of Service Users in Schedule 2 (Price Schedule) are estimates given for the Contractor's reference only and are not figures to which the Government binds itself to adhere. The actual number of Service Users may vary depending on the actual number of Non-refoulement Claimants eligible for the Services and the Contractor must be prepared to accept any increase or decrease of the stated estimation.
- 2.2 The Government does not have any obligation, legal or otherwise, to obtain all or part of the Services exclusively from the Contractor. In case of an early termination of the Contract, nothing in this Contract shall oblige the Government to ensure that the actual number of Service Users under the Contract shall reach any range of numbers as stipulated in Schedule 2 (Price Schedule).

### 3. Contractor's Acknowledgement

The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to the Government the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.

### 4. Contractor's Obligations

4.1 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 procedures 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 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;
- (h) a system for control on distribution, usage and preventive measure of misuse of food assistance in the form of Electronic Tokens / in-kind food to Service Users. For Electronic Tokens, the system shall include proper recording of number of Electronic Tokens stored and issued, ways of checking the use of Electronic Tokens for food purchase only, procedures and security measures in assigning face value and validity period onto the Electronic Tokens; 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 in line with Clause 5.2.2 of the Services Specification;
- (i) a system for assessing and approving the Extra Assistance as specified in Clause 5.6 and 5.7 of the Service Specifications. The system shall include but not limit to setting assessment procedures, eligibility criteria, amount and level of approval authority which shall be by Contractor's staff of supervisory grade;
- (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;
- (l) a proposal for the set-up cost at a maximum amount of HK\$1.5 million which includes fitting out of premises, purchase of furniture and equipment items, setting up of computer system, installation of security facilities for administering the Services for Contractor not operating the current contract (i.e. Contract References: SWD/C127/2016, SWD/C128/2016 and SWD/C129/2016);
- (m) a system for open and fair procedures for procurement of goods and services, inventory control and handling of receipts and payment; and
- (n) a system for open and fair procedures for staff recruitment procedures.

4.2 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 Mandated Refugee, including the one 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 4.2(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 for both new referrals and re-activated cases 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 seven (7) 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 month and re-assess his eligibility for the Services including checking the recognizance issued by the Immigration Department or other verifying document showing the non-refoulement claims record of the Service User before delivery of the assistance of the next review period.

4.3 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 and 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 passed away; or
  - (h) subject to the Contractor having obtained the Government's prior written consent, other reasons as the Contractor deems just.
- 4.4 The Contractor shall commence to provide the Services on the Contract Commencement Date.
- 4.5 The Contractor shall keep complete, accurate and up-to-date records of the profile of each Service User.
- 4.6 The Contractor shall submit to the Government Representative a service statistics report on a monthly basis, by every 10<sup>th</sup> day of each month, to provide information as listed out in Annex 3 to the Service Specifications.
- 4.7 The Contractor shall comply with the Personal Data (Privacy) Ordinance (Cap. 486) in handling the personal data of the Service Users.
- 4.8 (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;
  - (ii) a Registered Social Worker to be the contact person with the Government where the Government may have enquiries in the aspects of case work assessment for Service Users and discretions made by the frontline Professional Workers; and
  - (iii) 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.

- 4.9 The Contractor shall ensure that there are no fraudulent uses of the Services by the Service Users. The Government shall not make any compensation for any situations arising from the fraudulent uses of the Services by the Service Users.

## **5. Total Administrative Cost and Payment Schedule**

- 5.1 The Administrative Cost shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the administering and delivering 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.
- 5.2 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.
- 5.3 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.
- 5.4 Subject to the other provisions of this Contract and to the Contractor's due and proper performance of administering and delivering the Services in accordance with the terms and conditions of the Contract and to the satisfaction of the Government, the Government shall pay the Contractor the total Administrative Cost in accordance with the following payment schedule:

#### 5.4.1 Payment for One-off Set-up Cost

A lump sum set-up cost at a maximum amount of HK\$1.5 million shall be paid by the Government to the Contractor not operating the current contract (i.e. Contract References: SWD/C127/2016, SWD/C128/2016 and SWD/C129/2016) within 90 days from date of acceptance of service or after the Government Representative's approval of the proposals submitted by the Contractor under Clause 4.1 (l) above, whichever is the later.

#### 5.4.2 Payment for Monthly Administrative Cost

(a) First Payment

The first monthly payment of the Administrative Cost shall be paid provisionally by the Government to the Contractor after the Government Representative's approval of the proposals submitted by the Contractor under Clause 4.1 above; the amount of provisional payment will be equal to the number of Service Users to be taken over by the Contractor as determined by the Government times the Monthly Unit Rate of the respective ranges of number of Service Users or the Minimum Total Monthly Charge, whichever is the higher as stipulated in Schedule 2 – Price Schedule under the Conditions of Contract. In the event of any deviation from the actual number of Service Users served in the first month and such number determined by the Government in 5.4.2(a) herein, any shortfall or excess in payment will be adjusted and paid (payment adjustment) together with the fourth monthly provisional payment of Administrative Cost upon receipt of the actual number of Service Users served as at the last day of the first month submitted on or before the 5<sup>th</sup> day of the month following the first month.

(b) Second Payment

The second monthly payment of the Administrative Cost shall be paid provisionally by the Government to the Contractor on the Contract Commencement Date at the same amount of the first provisional payment under Clause 5.4.2(a) above. Payment adjustment based on the actual number of Service Users served in the month will be made on the date of the fifth monthly payment.

(c) Third Payment

The third monthly payment of the Administrative Cost shall be paid provisionally by the Government to the Contractor not later than the 1<sup>st</sup> day of the following month starting from the Contract Commencement Date at the same amount of the first provisional payment under Clause 5.4.2(a) above. The payment shall be deferred to the next Working Day if the payment date is the 1<sup>st</sup> day of the month and falls on weekends or public holidays. Payment adjustment based on the actual number of Service Users served in the month will be made on the same date of the sixth monthly provisional payment.

(d) Fourth Payment

The fourth monthly payment of the Administrative Cost shall be paid provisionally by the Government to the Contractor not later than the 1<sup>st</sup> day of the following month from the third monthly payment; the amount of the provisional payment will be equal to the actual number of Service Users served as at the last day in the first month times the Monthly Unit Rate of the respective ranges of number of Service Users or the Minimum Total Monthly Charge, whichever is the higher. The payment shall be deferred to the next Working Day if the payment date is the 1<sup>st</sup> day of the month and falls on weekends or public holidays. Payment adjustment based on the actual number of Service Users served in the month will be made on the same date of the seventh monthly payment.

(e) Fifth to Twenty-third Payment

The fifth monthly payment of the Administrative Cost shall be paid provisionally by the Government to the Contractor not later than the 1<sup>st</sup> day of the following month from the fourth monthly payment; the amount of the provisional payment will be equal to the available latest actual number of Service Users served in the month times the Monthly Unit Rate of the respective ranges of number of Service Users or the Minimum Total Monthly Charge, whichever is the higher. The payment shall be deferred to the next Working Day if the payment date is the 1<sup>st</sup> day of the month and falls on weekends or public holidays. Payment adjustment based on the actual number of Service Users served in the month will be made upon receipt of the information from the Contractor. In the like manner, the provisional payment and/or only the subsequent payment adjustment for the sixth to twenty-third month will be made not later than the 1<sup>st</sup> day of the respective months.

(f) Twenty-fourth Payment

Payment for the last month will be arranged after submission of the Monthly Service Report of the last month. The amount of Administrative Cost will be calculated and paid, basing on the actual number of Service Users served times the Monthly Unit Rate of the respective ranges of number of Service Users or the Minimum Total Monthly Charge, whichever is the higher as checked correct by the Government in the manner as stipulated in the Schedule 2 - Price Schedule under Conditions of Contract and on any adjustment for the whole contract period.

For the arrangement of payment adjustment for the first to twenty-third monthly payment to be made to the Contractor, the Contractor shall submit to the Government supporting documents on the number of Service Users served in the month signed by the chief executive or directors of the Contractor with a list of the Service Users.

## **6. Financial Records**

- 6.1 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.
- 6.2 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 record of account for the receipts and payments in relation to the Services delivered to the Service Users as stipulated under Clause 5 and 6 of the Service Specifications.
- 6.3 Throughout the Contract Term, the Contractor shall, in accordance with Clauses 6.4 to 6.7 herein, submit to the Government Representative half-yearly statements and, in accordance with Clauses 6.8 to 6.10 herein, audited financial statements in relation to the Services. Each half-yearly statement shall be duly reviewed by and each set of financial statements shall be audited by an external auditor as required in Clauses 6.6 and 6.8 herein. The auditor must be a Hong Kong Certified Public Accountant (Practising) registered under the Professional Accountants Ordinance (Cap. 50) at the Contractor's own cost.
- 6.4 Each half-yearly statement shall show and certify the actual number of Service Users served as at the last day of the respective months as defined in Clause 5.4.2 of Conditions of Contract, the amount of assistance received for every category of Services delivered to the Service Users as stipulated under Clause 5 and 6 of the Service Specifications, the amount of Extra Assistance granted and approved in the manner as stipulated in Clause 5.6 and 5.7 of the Service Specifications as against each and every Expenditure Reports, Half-monthly Expenditure Report, Service Statistics Reports and Rental Deposit Report submitted by the Contractor to the Government as stipulated in Annexes 2, 3 and 4 of the Service Specifications during the 6-month period.
- 6.5 The half-yearly statements shall be prepared in respect of every 6-month period beginning from the Contract Commencement Date except that –
- for the final set of the statements shall cover the period up to the expiry date or sooner termination of the Contract if the reporting period is of 3 months or above. In the event that the reporting period is less than 3 months, it shall be aggregated to the reporting period of the preceding statement.
- 6.6 The half-yearly statement shall be prepared by the Contractor in accordance with the format required by the Government and certified true and correct by two authorised persons of the Contractor. The Contractor must commission an independent review of each half-yearly statement by an external auditor. The Contractor should agree with the auditor the terms of the audit engagement and the agreed terms shall be recorded in an engagement letter. The engagement shall be a reasonable assurance

engagement and the auditor's conclusion on each half-yearly statement shall be expressed in the positive form. The auditor shall, among other things, express and opine on (a) whether the half-yearly statement has been properly prepared from the records and books of accounts of the Contractor and in accordance with the requirements of this Contract in all material respects; (b) whether the actual number of Service Users served as at the last day, as defined in Clause 5.4.2 of the Conditions of Contract, of the respective months agreed with records of the Contractor; and (c) whether the amount of assistance received for every category of Services delivered to the Service Users as stipulated under Clauses 5 and 6 of the Service Specifications, the amount of Extra Assistance granted and approved in the manner as stipulated in Clause 5.6 and 5.7 of the Service Specifications agreed with each and every Expenditure Reports, Half-monthly Expenditure Report, Service Statistics Reports and Rental Deposit Report submitted by the Contractor to the Government as stipulated in Annex 2, Annex 3 and Annex 4 of Service Specifications during the reporting period.

- 6.7 Each half-yearly statement shall be submitted to the Government Representative within two (2) months after the end of every 6-month period starting from the Contract Commencement Date, or two (2) months after the expiry or sooner termination of the Contract as appropriate.
- 6.8 Each set of 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 (Practising) as specified above.
- 6.9 Each set of 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 audited financial statements, the period covered shall be from the first payment date made by the Government or the Contract Commencement Date (whichever is the earlier) to the upcoming 31 March of the year or 31 March of the following year if the period covered is less than 6 months; and
  - (b) for the final set of 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 of the same year if the period covered is more than 6 months.
- 6.10 Each set of audited financial statements shall be submitted to the Government Representative within four (4) months after the closing of the respective Financial Years or periods, i.e. on or before 31 July of each year, or within four (4) months after the expiry or sooner termination of the Contract as appropriate.



## **7. Employees**

- 7.1 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.
- 7.2 The Contractor must comply with all laws and regulations relevant to the employment of staff and safety at work.
- 7.3 The Contractor must ensure all of its sub-contractors and / or agents comply with this Clause 7 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.
- 7.4 The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

## **8. 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.

## **9. Government Premises / Contractor’s Premises**

- 9.1 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.
- 9.2 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.

## **10. Independent Contractors**

- 10.1 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.

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

## **11. Insurance**

- 11.1 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.
- 11.2 The insurance policy on public liability referred to in Clause 11.1 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 11.1 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.
- 11.3 Under no circumstances whatsoever shall the Government be responsible for the premium payable under the insurance policy on liability referred to in Clause 11.1 or the premium payable for the renewal thereof.

## **12. Liability for Damages and Indemnities and Compensation**

- 12.1 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.
- 12.2 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 12.1 (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.
- 12.3 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.
- 12.4 Without prejudice to Clauses 12.2 to 12.3, 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, willful 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.
- 12.5 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.

### **13. Reports, Records and Investigations**

- 13.1 The Contractor shall maintain a proper and adequate reporting, recording, and investigation system.
- 13.2 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.
- 13.3 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.

#### **14. Audit**

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Government, and all payments made by the Government. If requested by the Government, the Contractor shall afford the Government or its representative access to the records as may be requested by the Government.

#### **15. Corrupt Gifts**

- 15.1 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.
- 15.2 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.
- 15.3 The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of the Contract under Clause 15.

#### **16. Probity Clause**

- 16.1 The Contractor and its staff are prohibited from soliciting or accepting or offering 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.
- 16.2 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 or offering of advantages and entertainment; and conflict of interest.

#### **17. Confidentiality and Consent to Disclosure**

- 17.1 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 17.1 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 17.1 must be in strict confidence and shall extend only so far as may be necessary for the purposes specified in Clause 17.1 and the Contractor must ensure the confidentiality of any such disclosure by taking appropriate action to restrain or restrict any further disclosure.

- 17.2 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.
- 17.3 The Contractor shall inform every person to whom any confidential information is disclosed pursuant to Clause 17.1 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.
- 17.4 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 17 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 17 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.

- 17.5 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.
- 17.6 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).
- 17.7 The provisions of this Clause shall survive the expiry or sooner termination of this Contract.

## **18. 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.

## **19. Government Directions and Monitoring**

- 19.1 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.
- 19.2 The Contractor shall co-operate in the performance evaluation conducted by the Government at the end of the Contract Term.

## **20. Instructions and Warranties**

- 20.1 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.
- 20.2 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.

20.3 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.

## **21. Contract Deposit**

21.1 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.

21.2 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** to the Terms of Tender. 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.

21.3 If the Contractor fails to pay or reinstate the Contract Deposit in accordance with this Clause 21, 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.

21.4 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.

21.5 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.

- 21.6 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 twenty-one (21) 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** to the Terms of Tender 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).
- 21.7 Upon the expiry or sooner determination of the Contract, the Bank Guarantee shall be discharged and released in accordance with its terms.

## **22. 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 liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from the Government to the Contractor under this Contract or any other Contract made between the Government and the Contractor.

## **23. Termination of Contract**

- 23.1 The Government may at any time at its option on giving the Contractor three months' prior written notice to 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.
- 23.2 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).

## **24. Refund of Administrative Cost and Payment for Services Delivered to the Service Users and Termination Consequences**

### **24.1 Refund of Administrative Cost**

In the event of there is any deviation from the actual number of Service Users served in the whole Contract Term and the payment made, adjustments will be paid to or recovered from the Contractor within six (6) months after the expiry or sooner termination of the Contract.

### **24.2 Refund of Payment for Services Delivered to the Service Users**

Upon the expiry or sooner termination of the Contract, in the event that the Contractor has not delivered the Services to the Service Users as specified in Clause 5 of the Service Specifications with unspent sum that has been paid provisionally by the Government to the Contractor, 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 with figures supported by financial statements audited under Clause 6 herein, subject to deduction of reasonable costs and expenses of the Contractor as may be agreed by the Government –

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

### **24.3 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 23.2; 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 23.1).

## 25. Assignment and Subcontract

- 25.1 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.
- 25.2 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.

## 26. Notices

- 26.1 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)<sup>1</sup>  
Facsimile Number : 2833 5840

To the Contractor : \_\_\_\_\_  
Address : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Facsimile Number : \_\_\_\_\_

- 26.2 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.

**27. Waiver**

- 27.1 Time is 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 foregoing, 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.
- 27.2 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).

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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 employment of the Government.

**33. 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 exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

**34. Exclusion Clause**

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

**35. Gender Mainstreaming Checklist**

35.1 The Contractor shall complete and submit to the Government Representative:

- (a) Part I of the “Gender Mainstreaming Checklist” in respect of gender assessment on the Services design and implementation within two months from the contract award date (i.e. the date of the Memorandum of Acceptance signed by the Government Representative and issued to the Contractor); and
- (b) Part II of the “Gender Mainstreaming Checklist” in respect of gender assessment on the monitoring, evaluation and review of the Services within two months from the first anniversary of the Contract Commencement Date.

35.2 The Contractor shall submit the completed Checklists (Part I and Part II) to Family and Child Welfare Branch of SWD, which will forward the completed Checklists to the Labour and Welfare Bureau. All Checklists (Part I and Part II) can be downloaded from [http://www.lwb.gov.hk/Gender\\_Mainstreaming/eng/strategy1.html](http://www.lwb.gov.hk/Gender_Mainstreaming/eng/strategy1.html).

**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**  
**Price Schedule**

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. The Services is not intended to provide them with extra assistance than is necessary to meet their basic needs, so as to avoid any magnet effect which may have serious implications on the sustainability of the assistance programme and on immigration control 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**

There are three Contracts split into regions according to the location of residence of Service Users:

- Kowloon City and Yau Tsim Mong (Contract A)
- Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong) (Contract B)
- New Territories (Contract C).

### **4. Service Users**

- 4.1 The total number of Service Users served at any one time is estimated to be around 10 000. The estimated number of Service Users to be served by respective Contractors in the Service Region is as below–

| <b>Service Region</b>          | <b>Estimated No. of Service Users</b> |
|--------------------------------|---------------------------------------|
| Kowloon City and Yau Tsim Mong | around 4 000                          |

|   |               |               |
|---|---------------|---------------|
| Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong) | around        | 3 000         |
| New Territories   | around        | 3 000         |
| <b>Total</b>  | <b>around</b> | <b>10 000</b> |

- 4.2 The estimated number of Service Users for each Service Region is provided for reference only. The Government does not warrant, undertake or bind itself to provide such number of Service Users under the Contract.
- 4.3 Drawing reference to the number of adult Service Users aged 18 or above and that of child Service User aged below 18 from June 2017 to May 2018, the proportion of adult Service Users to child Service Users is estimated to be 91% to 9% .

## 5. Scope of the Services

### 5.1. Case Assessment and Case Monitoring

- 5.1.1 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 Mandated 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 5.1.1(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 seven (7) 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 and regularly review the situation of each Service User at an interval not less than one month for re-assessing his eligibility for the Services including checking the recognizance issued by the Immigration Department or other verifying document showing the non-refoulement claims record of the Service User before delivery of the assistance of the next review period.
- (g) The Contractor shall have procedures to re-activate provision of Services for Service Users whose assistance has been temporarily suspended for reasons such as detention, hospitalization, etc. within seven (7) Working Days upon its receipt of all the required supporting documents from Service Users requesting for re-activating the provision of Services.

5.1.2 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 passed away; or
- (h) subject to the Contractor having obtained the Government's prior written consent, other reasons as the Contractor deems just.

## **5.2 Services Delivered to the Service Users**

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

### **5.2.1 Accommodation**

5.2.1.1 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 set up policies on accommodation assistance including measures to assess the suitability of the accommodation before approving the rental allowance, which includes but not limiting to the following:

- (a) The rental premises shall be rented out by either owner of the property, principal tenant or property agent assigned by the owner. The owner of the property shall be Hong Kong resident. Property owned by those on working visa like foreign domestic helpers or those on Comprehensive Social Security Assistance; public housing rental unit which are for local residents and not for sub-letting; accommodation / hostel / shelter provided by any non-governmental organisations or religious organisations will not be considered for accommodation assistance;
- (b) The Service User shall provide document proof of ownership of the landlord / authorisation of the landlord to principal tenant / property agent for renting the premises to the Contractor for checking;
- (c) A valid tenancy agreement, which is signed by the Service User with the landlord / principal tenant / property agent, is required for the application for rental allowance by the Service User. The rent payment, if approved, will be paid by the Contractor directly to landlord / principal tenant / property agent for the approved amount of the accommodation allowance on monthly basis throughout the valid tenancy period, as well as the property agent fee and rental deposit if applicable in the manner as specified in Clause 5.3 herein;
- (d) The Contractor shall 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 before approving the accommodation and periodically or at least once during the tenancy period;
- (e) For those accommodations that are assessed to be below standard, or where any illegal structures have been identified, the Contractor shall inform the Service Users and advise them to move to another accommodation as soon as possible for sake of their safety. For those premises which warning letters have been issued by Lands Department or other Government Authorities as illegal structures or illegal for residential purpose, the Contractor shall stop the rental payment to the landlord in the coming month.
- (f) The Contractor shall list and inform Service Users the circumstances which the accommodation assistance will be on hold / terminated, such as the Service Users are found to have fraudulent uses of the accommodation; sub-let the accommodation for monetary return; not residing in the accommodation or violation of the accommodation policy as set by the Contractors.

- (g) While it is the responsibility of the Service Users to find suitable accommodation, the Contractor shall provide assistance to those needy Service Users in identifying suitable accommodation. If the Service Users reject the reasonable accommodation offers identified by the Contractor thrice without justifiable reasons, it will be treated as decline of accommodation assistance.

5.2.1.2 The Contractor shall provide 24 shelter places for Contract A, 18 shelter places for Contract B and 18 shelter places for Contract C to cater for the special accommodation needs of a Service User who requires more attention, such as an unaccompanied minor, child 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 delegate the Service Director to decide the numbers of places for the respective types of shelter as appropriate and seek SWD's approval as well as for any variation to the types or numbers of places is considered necessary by the Service Director<sup>2</sup>.

5.2.1.3 The Contractor shall only charge accommodation assistance at the actual rent (lower than or equal to the maximum monetary value) per Service User for its rented shelter and the total rent settled by the rental allowance of all Service Users residing in each shelter shall not exceed the actual rent of that rented shelter in each month.

5.2.1.4 The Contractor shall have means to handle suspected cases of fraudulent uses of the accommodation, rental payment, rental deposit and property agent fee.

5.2.1.5 The Contractor shall have means to handle emergency housing needs of the Service Users and emergency relocation of Service Users, such as those affected by fire or natural disasters, demolition of illegal structures.

## **5.2.2 Food Assistance**

5.2.2.1 The Contractor shall distribute to each Service User an Electronic Token for purchase of food at the designated food outlets of the Food Contractor contracted separately by the Government. The Electronic Tokens will be delivered to the Contractor by the Food Contractor as instructed by the Government. For very urgent or needy cases so referred 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 devise mechanism to provide food in-kind for urgent cases and other Service Users with justifiable needs.

5.2.2.2 The Contractor shall be responsible in assessing the Service User's eligibility for receiving food assistance and distribute to the eligible Service User an Electronic Token with a face value and validity period assigned by the Contractor based on the eligibility assessment. The Contractor shall assist the Government in monitoring closely the quality of food and services delivered by the Food Contractor in accordance with the requirements as directed by the Government, including but not limiting to:

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<sup>2</sup> For this purpose, the Contractor has to notify SWD the name and qualification of the Service Director and notify SWD in case of any change of Service Director

- (a) provide a wide variety of food like dry ration, meat, fish, vegetable, fruit with due regard to the nutritious, cultural, religious and other specific needs of each Service User (such as providing halal food, baby / children food, and food for persons with ill health);
- (b) distribute Electronic Token that should be non-transferable and non-cashable and be valid for purchase during the validity period as specified by the Contractor or the Government;
- (c) ensure the Electronic Token is for purchase of food items only in the designated food outlets. Cigarettes and alcoholic drinks, all non-food items (e.g. household products) and medicine are excluded;
- (d) provide not less than 70 food outlets over 18 districts in Hong Kong with each outlet opens seven (7) days a week and not less than ten (10) hours a day to enhance the accessibility of food purchase; and
- (e) handle feedback and complaints received from Service Users on food qualities and customer services of the Food Contractor.

5.2.2.3 The Contractor shall ensure adequate quantities of Electronic Token to be available for timely distribution to the Service Users. The Contractor shall place order to the Food Contractor for delivering the Electronic Token no less than five (5) Working Days from the date of order or the date specified in the order, whichever the earlier. The Contractor has to confirm a list of unique serial numbers of the Electronic Token from the Food Contractor one (1) Working Days in advance of each delivery.

5.2.2.4 To avoid any service abuse and to keep track of the Service Users' integrity in food purchase, the Contractor shall provide identification information of the Service Users (e.g. name, personal photo image of Service User and individual service number) for printing / displaying them in the Electronic Token as authentication. Subject to the agreement of the Government and the Contractor, the Food Contractor shall, on the other hand, provide relevant devices and equipment in good order as well as the related technical support / tangible support at its own cost to facilitate the Contractor for printing / displaying the identification information of Service Users on the Electronic Tokens as authentication; and for retrieving information for Service Users' checking of the updated balance of face value and validity period. The Contractor shall do all such acts and matters to be properly geared up and prepared for the change of Food Contractor during the Contract Term with a view to minimizing the disruption to the Service Users.

5.2.2.5 The Contractor shall be responsible for assigning face value and validity period onto the Electronic Token for each Service User upon each service review with the technical device provided by the Food Contractor.

5.2.2.6 To avoid potential abusive use of the Electronic Tokens, the Contractor shall provide lists of Electronic Tokens and their respective face values having been assigned to the Food Contractor for cross-checking if and when necessary.

- 5.2.2.7 For reasons of the Service Users' reporting loss / damage of the Electronic Token, imprisonment, having departed Hong Kong, fraudulent use of the Electronic Token or no longer eligible for the Services, the Contractor may, from time to time, forfeit the assigned face value of Electronic Token or the entire Electronic Token. The Contractor shall have the authority to void any Electronic Token / the face values OR will send written requests to void the Electronic Token / the face values to the Food Contractor by email or fax during normal office hours. The Food Contractor, shall forbid the use of the face values of the specific Electronic Token or the entire Electronic Token in all its food outlets not later than the following Working Day from the date of written notification issued by the Contractor.
- 5.2.2.8 The Contractor shall check and monitor the statistics, records and reports submitted by the Food Contractor, including checking and certifying correct the valid list of Electronic Tokens having been distributed to the Service Users for the month with details in the payment instruction within ten (10) Working Days for SWD to effect payment to the Food Contractor.
- 5.2.2.9 The Contractor shall check the food purchase records (such as the face value of Electronic Token redeemed and types of food bought by the Service User) with the Food Contractor for investigation or prevention of misuse of Electronic Token.
- 5.2.2.10 The Contractor shall maintain accurate records of Electronic Token bearing a unique number allocated to each Service User, face value assigned to the Electronic Token, total food values redeemed by Service User, and food items with food price purchased / redeemed by Service User as provided by the Food Contractor.
- 5.2.2.11 The Contractor shall devise mechanism to ensure proper use of the Electronic Token for the purchase of food only and devise measures to handle Service User who is found to have misused the Electronic Token, such as arranging in-kind food in lieu of Electronic Token or other sanction arrangement as agreed by the Government. The Contractor shall liaise and collaborate with the Food Contractor in the prevention and investigation of misuse of Electronic Token.
- 5.2.2.12 The Contractor shall devise mechanism to ensure the staff's integrity in the assignment of face value and validity period onto the Electronic Tokens.

### **5.2.3 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 purchase, 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.

#### 5.2.4 Clothing and Other Basic Necessities

The Contractor shall network community resources or donation to provide clothing to needy Service User. Besides, the Contractor shall procure and provide other basic necessities (such as personal toiletries, personal underwear, household cleansing articles, women sanitary items and baby / children items, if applicable) to each Service User with regards to the different needs of males and females, adult and children / babies.

#### 5.2.5 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.

- 5.3 The assistance is in the form of in-kind except food which is by Electronic Token and transportation allowance in cash. The level of 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, which will be subject to change/adjustment by the government upon written notification, there is no monetary-equivalent ceiling on how much an individual Service User assessed by the Contractor in genuine need may receive –

| Item  | Amount of Assistance (\$)   |
|---|---|
| Accommodation<br>Rent (per month)   | \$ 1,500 per adult Service User<br>\$ 750 per child Service User<br>(pay to the landlord via the Contractor)  |
| Food (per month)  | \$1,200 per Service User<br>(electronic token with assigned face value for food purchase distributed to the Service User via the Contractor)                  |
| Transportation Allowance<br>(per month)   | \$200 to \$420 per Service User depending on his location of residence and the number of routine journeys<br>(pay in cash to the Service User via Contractor) |
| Utilities (i.e. water, gas, electricity) (per month)  | \$300 per Service User<br>(pay to the landlord or reimburse to Service User with submitted receipts via Contractor)   |
| Rental Deposit<br>(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<br>(pay to the landlord via the Contractor)  |

|  |   |
|--|---|
| Property Agent Fee<br>(normally once throughout the assistance period) | \$750 or an amount equivalent to the rent for half a month, whichever is the less<br>(pay to the property agent via the Contractor) |
| Other Basic Necessities<br>(per month)                                 | \$70 per Service User<br>(procure and provide in the form of in-kind to Service User by the Contractor)                             |

- 5.4 The items in Clause 5.2 are all delivered through the Contractor with the actual expenditures incurred to be paid by the Government to the Contractor in the manner as stipulated in Clause 6 in the Service Specifications excluding the expenditure on Food provided by the Food Contractor by electronic purchase via Electronic Tokens that will be paid direct by the Government to the Food Contractor.
- 5.5 The Contractor shall assess the genuine need of Service Users who request assistance higher than the amount as specified in the above Clause 5.3 (such as request for higher rental allowance, uplift child's rental allowance to that of adult, extra food allowance, additional transportation allowance to cover trips other than those of regular trips) or outside the scope of Services as laid down in Clause 5.3 (such as fees for birth certificates, essential medical accessories and treatment not covered under the medical fee waiver of the public hospital / clinic), herein termed as Extra Assistance. The Contractor shall consider each and every application on individual case merits, taking note of the following:
- (a) request the Service User to provide justification and supporting documents for consideration;
  - (b) seek medical recommendation of case medical officer of public clinic / hospital in the event that the requests are based on medical / health reasons;
  - (c) assess critically any social or medical grounds as well as personal situations of the Service User, including the availability of his own resources and the resources available to him from other sources (e.g. friend's support, community resources);
  - (d) assess whether the request, if turned down, will seriously hamper the well-being of Service User or endanger his health;
  - (e) take into account the objectives of the Services in meeting basic needs as stipulated in Clause 1 herein in approving the Extra Assistance; and as such, unjustified requests merely basing on personal preferences shall not be granted;
  - (f) check and confirm with the concerned public clinic / hospital if medical accessories and treatment is not covered under the medical fee waiver mechanism, and approve such requests only with medical recommendation from medical officer of public clinic / hospital that such medical accessories / treatment are essential to the health or else health will be seriously endangered;

- (g) grant approval for Extra Assistance only for genuine cases whose needs have been well proven and substantiated with justifiable grounds after prudent assessment.
- 5.6 The Contractor shall devise mechanism for assessing and approving the Extra Assistance, including but not limiting to setting assessment procedures, eligibility criteria, amount and level of approval authority which shall be by staff of supervisory grade. The mechanism or any significant changes of the mechanism has to be put up for approval of SWD before implementation.
- 5.7 Should the approval / disapproval of the level and type of assistance are beyond the approval limits of the Contractor in accordance with the mechanism that has been approved by SWD, the Contractor shall bring up the case to SWD for advice / directives / endorsement.
- 5.8 The Contractor shall keep proper records of the approval / disapproval of Extra Assistance with supporting documents for inspection of SWD, and submit statistics of Extra Assistance to SWD in the manner as specified in Clause 9 herein.

## **6. Reimbursement Payment on Services Delivered to Service Users**

- 6.1 The Contractor shall administer and deliver the Services as specified in Clause 5 of the Service Specifications with the actual expenditures of the items (excluding the expenditure on Food that will be provided by the Food Contractor by electronic purchase via Electronic Tokens delivered by the Food Contractor to the Contractor for distribution to the eligible Service Users) incurred being reimbursed by the Government.
- 6.2 Payment on Accommodation, in-kind Food, Transportation Allowance, Utilities, Other Basic Necessities and Property Agent Fee (collectively named as Direct Assistance in the following clauses) shall be made provisionally to the Contractor on half-monthly basis with payment adjustment made upon receipt of the Half-monthly Expenditure Report (invoice) enclosing the actual expenditure incurred in the period concerned. The Half-monthly provisional payment and subsequent payment adjustment will be made in the following manner:
- (a) The Government shall pay the Contractor seven (7) Working Days before the Contract Commencement Date on provisional basis the first half-monthly payment on the Direct Assistance based on the amounts worked out by multiplying the number of Service Users to be taken over by the Contractor as determined by the Government by the respective amount of assistance for the respective items as set out in Clause 5.3. In the event that there is difference in the provisional payment paid by the Government and the actual expenditure incurred, payment adjustment shall be made by the Government upon receipt of the Half-monthly Expenditure Report (invoice) on the period concerned from the Contractor on the 5<sup>th</sup> and 20<sup>th</sup> day of each and every month that are checked correct by the Government. The first payment adjustment shall be made on the same date of the fifth half-monthly provisional payment (the date shall be specified by the Government Representative in the Memorandum of



Acceptance for the Successful Tenderer once the Contract Commencement Date is specified).

- (b) The Government shall subsequently pay the Contractor on provisional basis half-monthly payment not later than the 1<sup>st</sup> and 16<sup>th</sup> day of each month starting from the Contract Commencement Date. The payment shall be deferred to the next Working Day if the payment date is the 1<sup>st</sup> and 16<sup>th</sup> day of that month and falls on weekends or public holidays.
- (c) Like the first provisional payment, the amount of the subsequent three provisional payments is based on the amount worked out by multiplying the number of Service Users to be taken over by the Contractor on the Contract Commencement Date as determined by the Government by the respective amounts of assistance for the respective items as set out in Clause 5.3. The subsequent payment adjustments shall be made on the same date of the sixth to eighth half-monthly provisional payment (the date shall be specified by the Government Representative in the Memorandum of Acceptance for the Successful Tenderer once the Contract Commencement Date is specified).
- (d) From the fifth provisional half-monthly payment made and thereafter, the amount of payment will be based on the latest available actual expenditures as submitted by the Contractor in the Half-monthly Expenditure Report (invoice) on every 5<sup>th</sup> and 20<sup>th</sup> day of each month and checked correct by the Government. Subsequent payment adjustments shall be made upon receipt of the latest available Half-monthly Expenditure Report (invoice) in the same manner as set out in Clause 6.2(c).
- (e) Except the first Half-monthly Expenditure Report which covers expenditure from the Contract Commencement Date, the Half-monthly Expenditure Report (invoice) submitted on 5<sup>th</sup> day of each month shall cover the expenditure incurred from 16<sup>th</sup> day to end of the preceding month; whereas 20<sup>th</sup> of the month cover the expenditures incurred from 1<sup>st</sup> to 15<sup>th</sup> of the month. The Half-monthly Expenditure Report (invoice) shall include information on the number of Service Users served and the expenditures by each category of Direct Assistance with breakdown on the expenditures of Extra Assistance approved in accordance with Clause 5.5 of the Service Specifications. The Contractor shall have a database containing details of expenditure of each Service User on each category of Direct Assistance, which shall be available for inspection of the Government as required and at all times.
- (f) The Contractor has to submit the Service Statistics Report as stipulated in Clause 9 of the Service Specifications, the half-yearly Auditor's Certificate on the number of Service Users served and the expenditures incurred, as well as annual audited financial reports as stipulated in Clause 6 of the Conditions of Contract for the inspection / information of the Government.

### 6.3 Payment for Rental Deposit

- 6.3.1 A lump-sum provision of Rental Deposit shall be provided to the Contractor on the Contract Commencement Date at an amount determined by the Government, which is designated for assisting the Service Users to pay their rental deposit for once throughout the assistance period of each Service User and transferable to the next tenancy agreement. The Contractor shall NOT deploy the provision of Rental Deposit for other purposes of use or be spent on any other assistance items of the Services throughout the Contract Term.
- 6.3.2 The Contractor shall keep a separate account for the Rental Deposit for keeping all the income and expenditure entries of the Rental Deposit at end of each month, such as the amount received by the Government, the detailed payment record including the number of cases and the amounts provided with rental deposit, and the number of cases and the amount of unrecoverable rental deposit; and shall submit the Rental Deposit Report to the Government on or before 10<sup>th</sup> day of the following month for inspection of the Government. In the event that the remaining balance of the Rental Deposit is 50% less than the original lump-sum provision at end of each month during the Contract Term, the Government will pay the Contractor within ten (10) Working Days to upkeep the balance to that of the original lump-sum provisionally set in accordance with 6.3.1 herein.
- 6.3.3 Any remaining balance of the lump sum provision of Rental Deposit at the end of the Contract Term shall be reimbursed to the Government within one month after the submission of the financial audited report of the expiry or sooner termination of the Contract as stipulated in Clause 6.10 of the Conditions of Contract as appropriate.

## 7. Worker-to-Service User Ratio<sup>3</sup>

- 7.1 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.
- 7.2 Without prejudice to any other rights and remedies of the Government under the Contract or otherwise at law, if the Contractor fails to provide the Worker-to-Service User ratio in accordance with the provisions of the Contract that has been incorporated in Schedule 1 (Service Plan) in a particular month during the Term for whatever reasons, unless with full justification to the satisfaction of SWD, the Government may deduct from the Administrative Cost or any sum then due or which at any time thereafter may become due by the Government under this Contract an amount calculated in accordance with the following formula –

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<sup>3</sup> SWD shall monitor the ratio that rounded to the nearest one integral (e.g. for Professional Worker-to-Service User ratio, if there are 5 000 Service Users, the ratio requirement shall be  $5\,000/130 = 38$  Professional Workers. If there are 5 050 Service Users, the ratio requirement shall be  $5\,050/130 = 39$  Professional Workers.)

- (a) 1% of Administrative Cost of the month during which the Professional Worker-to-Service User ratio is unmet as specified in Schedule 1; and/or
- (b) 0.5% of Administrative Cost of the month during which the Supporting Worker-to-Service User ratio is unmet as specified in Schedule 1.

## **8. 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.

## **9. Submission of Service and Financial Statistics (Regular Reporting and Feedback)**

- 9.1 The Contractor shall keep complete, accurate and up-to-date records of the profile of each Service User.
- 9.2 The Contractor shall provide statistics relating to and reports on the Services in such formats and at such intervals as may be required by the Government Representative.
- 9.3 The Contractor shall submit to the Government Representative –
  - (a) on a half-monthly basis the Expenditure Report (invoice) on the 5<sup>th</sup> and 20<sup>th</sup> day of each month to provide information as listed out in Annex 2 to the Service Specifications;
  - (b) on a monthly basis the service statistics report on or before the 10<sup>th</sup> day of each month to provide information as listed out in Annex 3 to the Service Specifications;
  - (c) on a monthly basis the Rental Deposit Report on or before the 10<sup>th</sup> day of each month to provide information as listed out in Annex 4 to the Service Specifications;
  - (d) on a half-yearly basis the half-yearly statements within 2 months after the end of every 6-month period starting from the Contract Commencement Date, or 2 months after the expiry or sooner termination of the Contract as appropriate as stated in Clause 6 of the Conditions of Contract.
  - (e) on an annual basis the audited financial statements by 4 months after the closing of the Financial Year or after expiry or sooner termination of the Contract as stated in Clause 6 of the Conditions of Contract.

## **10. Monitoring on the Delivery of Food Assistance**

In accordance with Clause 5.2.2 of the Service Specifications, the Contractor shall assist

the Government in monitoring closely the delivery of food services by the Food Contractor, and checking / certifying correct the monthly food assistance statistical report submitted by the Food Contractor with details of payment instruction within 10 Working Days for the Government to arrange payment directly to the Food Contractor.

## **11. Continuation of Services**

- 11.1 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 (i.e. an intake in a month of more than 5% of the total number of Service Users). 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.
- 11.2 No additional allowance or compensation in any form will be payable by the Department in implementing the contingency plan in Clause 11.1.

## **12. 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.

## **13. 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 Administrative Cost 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 “2015 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 “2015 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>).

| Name of Contract | Name of Service Region   | Service Boundaries*  |
|------------------|--|--|
| Contract A       | Kowloon City and Yau Tsim Mong Region  | <p>All Constituency Areas within the following Districts –</p> <p>a. Kowloon City District (G01 – G24)</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 Sung Wong Toi, G12 Kai Tak North, G13 Kai Tak South, G14 Hoi Sham, G15 To Kwa Wan North, G16 To Kwa Wan South, G17 Hok Yuen Laguna Verde, G18 Whampoa East, G19 Whampoa West, G20 Hung Hom Bay, G21 Hung Hom, G22 Ka Wai, G23 Oi Man, G24 Oi Chun</p> <p>b. Yau Tsim Mong District (E01 – E19)</p> <p>E01 Tsim Sha Tsui West, E02 Jordan South, E03 Jordan West, E04 Yau Ma Tei South, 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 Yau Ma Tei North, E17 East Tsim Sha Tsui &amp; King’s Park, E18 Tsim Sha Tsui Central, E19 Jordan North</p> |
| Contract B       | Hong Kong, Kowloon and Islands (excluding Kowloon City and Yau Tsim Mong) Region | <p>All Constituency Areas within the following Districts –</p> <p>a. Central &amp; Western District (A01 – A15)</p> <p>A01 Chung Wan, A02 Mid Levels East, A03 Castle Road, A04 Peak, A05 University, A06 Kennedy Town &amp; 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>   |

| Name of Contract | Name of Service Region | Service Boundaries*   |
|------------------|------------------------|---|
|                  |                        | <p>b. Wan Chai District (B01 – B13)</p> <p>B01 Hennessy, B02 Oi Kwan, B03 Canal Road, B04 Victoria Park, B05 Tin Hau, B06 Causeway Bay, B07 Tai Hang, B08 Jardine's Lookout, B09 Broadwood, B10 Happy Valley, B11 Stubbs Road, B12 Southorn, B13 Tai Fat Hau</p> <p>c. Eastern District (C01 – C35)</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 Fortress Hill, C17 City Garden, C18 Provident, C19 Fort Street, C20 Kam Ping, C21 Tanner, C22 Healthy Village, C23 Quarry Bay, C24 Nam Fung, C25 Kornhill, C26 Kornhill Garden, C27 Hing Tung, C28 Sai Wan Ho, C29 Lower Yiu Tung, C30 Upper Yiu Tung, C31 Hing Man, C32 Lok Hong, C33 Tsui Tak, C34 Yue Wan, C35 Kai Hiu</p> <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 South, D10 Wah Fu North, D11 Pokfulam, D12 Chi Fu, D13 Tin Wan, D14 Shek Yue, D15 Wong Chuk Hang, D16 Bays Area, D17 Stanley &amp; 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 &amp; Hei Ling Chau, T08 Lamma &amp; Po Toi, T09 Cheung Chau South, T10 Cheung Chau North</p> <p>f. Sham Shui Po District (F01 – F23)</p> <p>F01 Po Lai, F02 Cheung Sha Wan, F03 Nam Cheong North, F04 Shek Kip Mei, F05 Nam Cheong East, F06 Nam Cheong South, F07 Nam Cheong Central, F08 Nam Cheong West, F09 Fu Cheong, F10 Lai Kok, F11 Fortune, F12 Lai Chi Kok South, F13 Mei Foo South, F14 Mei Foo Central, F15 Mei Foo North, F16 Lai Chi Kok Central, F17 Lai Chi Kok North, F18 Un Chau &amp; So Uk, F19 Lei Cheng Uk, F20 Ha Pak Tin,</p> |

| Name of Contract | Name of Service Region | Service Boundaries*   |
|------------------|------------------------|---|
|                  |                        | <p>F21 Yau Yat Tsuen, F22 Nam Shan, Tai Hang Tung &amp; Tai Hang Sai, F23 Lung Ping &amp; Sheung Pak Tin</p> <p>g. 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 &amp; 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>h. Kwun Tong District (J01 – J37)</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 Sau Mau Ping Central, J16 Hing Tin, J17 Lam Tin, J18 Kwong Tak, J19 Ping Tin, J20 Pak Nga, J21 Yau Tong East, J22 Yau Lai, J23 Chui Cheung, J24 Yau Tong West, J25 Laguna City, J26 King Tin, J27 Tsui Ping, J28 Po Lok, J29 Yuet Wah, J30 Hip Hong, J31 Hong Lok, J32 Ting On, J33 Upper Ngau Tau Kok Estate, J34 Lower Ngau Tau Kok Estate, J35 To Tai, J36 Lok Wah North, J37 Lok Wah South</p> |
| Contract C       | New Territories Region | <p>All Constituency Areas within the following Districts –</p> <p>a. Tsuen Wan District (K01 – K18)</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 Ting Sham, K11 Tsuen Wan West, K12 Tsuen Wan Rural, K13 Ma Wan, K14 Luk Yeung, K15 Lei Muk Shue East, K16 Lei Muk Shue West, K17 Shek Wai Kok, K18 Cheung Shek</p> <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</p>  |

| Name of Contract | Name of Service Region | Service Boundaries*  |
|------------------|------------------------|--|
|                  |                        | <p>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 – M35)</p> <p>M01 Fung Nin, M02 Shui Pin, M03 Nam Ping, M04 Pek Long, M05 Yuen Long Centre, M06 Yuen Lung, M07 Fung Cheung, M08 Shap Pat Heung East, M09 Shap Pat Heung Central, M10 Shap Pat Heung West, M11 Ping Shan South, M12 Ping Shan Central, M13 Ping Shan North, M14 Ha Tsuen, M15 Tin Shing, M16 Shui Oi, M17 Shui Wah, M18 Chung Wah, M19 Yuet Yan, M20 Fu Yan, M21 Yat Chak, M22 Tin Heng, M23 Wang Yat, M24 Ching King, M25 Kingswood North, M26 Tsz Yau, M27 Yiu Yau, M28 Tin Yiu, M29 Kingswood South, M30 Chung Pak, M31 Fairview Park, M32 San Tin, M33 Kam Tin, M34 Pat Heung North, M35 Pat Heung South</p> <p>d. North District (N01 – N18)</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 Fanling South, N09 Ching Ho, N10 Yu Tai, N11 Sheung Shui Rural, N12 Choi Yuen, N13 Shek Wu Hui, N14 Tin Ping West, N15 Fung Tsui, N16 Sha Ta, N17 Tin Ping East, N18 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 &amp; 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 &amp; Serenity, P17 Hong Lok Yuen, P18 Shuen Wan, P19 Sai Kung North</p> <p>f. Shatin District (R01 – R38)</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 Sun Tin Wai, R12 Chui Tin, R13 Hin Ka, R14 Lower Shing Mun, R15 Wan Shing, R16 Keng Hau, R17 Tin Sum, R18 Chui Ka, R19 Tai Wai, R20 Chung Tin, R21 Sui Wo, R22 Fo Tan, R23 Chun Ma, R24 Chung On, R25 Kam To, R26 Ma On Shan Town Centre, R27 Lee On, R28 Fu Lung, R29 Wu Kai Sha, R30 Kam Ying, R31 Yiu On, R32 Heng On, R33 On</p> |



| Name of Contract | Name of Service Region | Service Boundaries*   |
|------------------|------------------------|---|
|                  |                        | <p>Tai, R34 Tai Shui Hang, R35 Yu Yan, R36 Bik Woo, R37 Kwong Hong, R38 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 South, S07 Shek Yam, S08 On Yam, S09 Shek Lei South, S10 Shek Lei North, 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> <p>h. Sai Kung District (Q01 – Q27)</p> <p>Q01 Sai Kung Central, Q02 Pak Sha Wan, Q03 Sai Kung Islands, Q04 Hang Hau East, Q05 Hang Hau West, Q06 Po Yee, Q07 Wai King, Q08 Do Shin, Q09 Kin Ming, Q10 Choi Kin, Q11 O Tong, Q12 Fu Kwan, Q13 Kwan Po, Q14 Nam On, Q15 Hong King, Q16 Tsui Lam, Q17 Po Lam, Q18 Yan Ying, Q19 Wan Hang, Q20 King Lam, Q21 Hau Tak, Q22 Fu Nam, Q23 Tak Ming, Q24 Sheung Tak, Q25 Kwong Ming, Q26 Wan Po North, Q27 Wan Po South</p> |

### **Half-monthly Expenditure Report**

Information covering the following areas is to be submitted to the Government Representative on or before the 20<sup>th</sup> and 5<sup>th</sup> days of each month unless otherwise specified.

1. Actual number of Service Users served on the 15<sup>th</sup> day or the last day of each month (collectively, “Half-monthly”)
2. Actual expenditures by each category of Services delivered to Service Users (e.g. rent, payment for utilities, in-kind food, transportation allowance, property agent fee, other basic necessities) paid Half-monthly
3. Actual number of Service Users and actual expenditures of the accommodation assistance spent for service users living in shelter rented by the Contractors paid Half-monthly
4. Actual expenditures by each category of Extra Assistance paid Half-monthly
5. Total expenditures paid Half-monthly
6. List of expenditures paid to each Service User for each category of Direct Assistance and Extra Assistance paid Half-monthly. The List is to be in paper mode or electronic mode

**Annex 3****Service Statistics Report**

Information covering the following areas is to be submitted to the Government Representative on or before the 10<sup>th</sup> 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 and level of assistance and Extra Assistance in the month
19. Breakdown (including the number of Service Users, number of attendance and total

actual rent charged on Service Users) of the accommodation assistance spent for Service Users living in shelter rented by the Contractors

20. Number of cases / Number of Service Users and amounts provided with property agent fee for Service Users' accommodation assistance in the month
21. Number of Children Users under residential child care service
22. A list of Electronic Tokens having been newly distributed to the eligible Service Users in the month with date, name, face value and validity period assigned, and reference number (code) of the Electronic Tokens
23. A list of Electronic Tokens having been distributed to the eligible Service Users in the previous months that have been assigned with additional face value in the month with date, name, face value and validity period assigned, and reference number (code) of the Electronic Tokens
24. A list of void Electronic Tokens in the month with the quantity, date, name, and reference number (code) of the Electronic Tokens
25. 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
26. Staff turnover rate in the month
27. Administrative Cost received in the month
28. Accumulated total expenditure as at the end of last month
29. Any other information required by the Government as it deems appropriate

**Annex 4**

**Rental Deposit Report**

Information covering the following areas is to be submitted to the Government Representative on or before 10<sup>th</sup> day of each month unless otherwise specified.

1. Amount received from SWD for purpose of paying rental deposit for Service Users' accommodation assistance on the Contract Commencement Date and received in the month
2. Detailed payment record including –
  - (i) the number of cases, the amounts paid with rental deposit in the month, and the accumulated amount by end of the month;
  - (ii) the number of cases and the amount of unrecoverable rental deposit in the month, and the accumulated amount by end of the month;
  - (iii) the number of cases and the amount of refunded rental deposit in the month, and the accumulated amount by end of the month
3. Amount and percentage of remaining balance of rental deposit received from SWD at the end of the month
4. Number of Service Users involved in the cases paid with rental deposit in the month
5. Number of cases and reasons for unreturned rental deposit in the month