



康樂及文化事務署

Leisure and Cultural Services Department

電話 TEL: 2591 1232  
圖文傳真 FAX NO: 2591 0322  
本署檔案 OUR REF: CPO-D05932  
來函檔案 YOUR REF:

18 Dec 2023

The Chinese University of Hong Kong  
ORKTS  
Room 301, Pi Ch'iu Building  
The Chinese University of HK, ST, N.T.

Attn: Ms Jeanne WONG  
Fax: 3942 0993 /2603 5451

Dear Sir/Madam,

**Invitation to Quotation**

**Quotation Ref.: CPO-D05932**

**Provision of Assessment Survey for Community Arts Scheme 2024-25**

I would like to inform you that the above quotation has been issued on 18 Dec 2023 with closing date on 08 Jan 2024. You are invited to quote. Details of requirement are stipulated in the quotation document attached.

If you do not wish to receive further invitation to quotation from us, please kindly inform us by the above fax number.

If you have enquiries, please contact LEUNG On-ki(AM(CPO)13) at 2591 1232.

Yours faithfully,

(LO Man-yuk\*)

for Director of Leisure and Cultural Services

\* This is a computer-generated letter and no signature is required.

香港灣仔愛群道十八號伊利沙伯體育館十一樓  
11/F, Queen Elizabeth Stadium, 18 Oi Kwan Road, Wanchai

Quotation Issue Date:  
18 December 2023

**Leisure and Cultural Services Department**  
**Invitation to Submit Quotation for Provision of Services**

Invitation to  
Quotation No.:  
CPO-D05932

THE SERVICE-PROVIDER  
MUST TYPE IN HIS NAME  
AND ADDRESS IN THIS  
BOX

The Chinese University of Hong  
Kong  
(ATTN:Ms Jeanne WONG)  
ORKTS  
Room 301, Pi Ch'iu Building  
The Chinese University of HK, ST, N.T.

TEL: 3943 1578 /3943 3078  
FAX: 3942 0993 /2603 5451

如需中文解釋, 請撥電與本署  
聯絡

TERMS OF QUOTATION

1. Service-providers are invited to submit quotations in TRIPLICATE in sealed envelopes marked with the quotation number and closing date for the attention of the Quotation Opening Team, subject to the terms and stipulations referred to in the "OFFER TO BE BOUND", for the provision of the whole or any part of the services mentioned in the Schedule hereunder; failure to do this will render the quotation null and void. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Service Provider in response to this Invitation to Quotation.
2. This form together with the Schedule duly completed and signed must be submitted to the **Leisure and Cultural Services Department** (address: **Community Programmes Office 11/F, Queen Elizabeth Stadium, 18 Oi Kwan Road, Wanchai**) **on or before 08 January 2024 12:00 pm**. Late quotations including quotations posted prior to, but received after the closing date will not be considered. Should it be necessary for the Service-provider to attach other enclosures to the form or Schedule, reference to these should be made on the Schedule.
3. This Department will not be responsible for any mislaid submissions or those submitted by methods other than as indicated above.
4. Any amendments to the rates offered or descriptions given must be signed by the person who signed the quotation, failure to do this will render the quotation null and void.
5. Unless otherwise stated by the Service-provider, quotations shall be valid for **90** days from the closing date specified. If no fax/letter of acceptance or order is placed with you within the validity period of your offer you may assume that your offer has not been accepted.
6. Service-providers are requested to state the rate/cost/amount offered for the provision of services in the space provided in the Schedule hereunder.
7. The Government is not bound to accept the lowest of any quotation and reserves the right to accept all or any part of any quotation at any time within the period mentioned in Clause 5 hereof.
8. Service-providers should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Government accept any request for price adjustment on grounds that a mistake has been made in the quotation prices.
9. Warning against Bribery - The offer of an advantage to any public officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Supplier/Service Provider or any of its officers (including directors), employees or agents will render its Quotation null and void. Where a Contract has been awarded, the Government reserves the right to terminate the Contract.
10. Offering Gratuities - The Supplier/Service Provider shall not and shall ensure that its agent and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) to any agent or employee of the Government. Any breach of or non-compliance with this clause by the Supplier/Service Provider shall, without affecting the Supplier/Service Provider's liability for such breach or non-compliance, invalidate its Quotation, and if the Contract has been awarded to the Supplier/Service Provider without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.
11. Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on the grounds that the Service Provider has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.
12. Currency and price variation  
Offer in other currencies will be considered but service-providers must clearly specify the basis for conversion of such currencies into Hong Kong currency. Unless agreed to the contrary, the conversion rate of HK\$ to the specified currency applicable to this order shall be the official opening Selling Rate quoted by the Hongkong and Shanghai Banking Corporation Limited at the certification date as shown on payment voucher.  
N.B. (i)Please refer to the General Conditions of Contract overleaf and/or attached hereto before submitting your offer.  
(ii)In case of queries regarding this quotation, please contact: **LEUNG On-ki** at Tel. **2591 1232**

Quotation Closing  
Date:  
**On or before  
08 January 2024  
12:00 pm**

Requisition No.:

Requisitioning  
Department Ref.:

SCHEDULE

Quotation Subject: **Provision of Assessment Survey for Community Arts Scheme 2024-25**

Item No.	Description of Services	Quantity	Unit	Rate (HK\$)	Amount (HK\$)
1	Provision of Assessment Survey for Community Arts Scheme 2024-25 (from 15 January 2024 to 14 July 2025)	1	SUM		
				Total Amount :	

Acceptance Criteria: Overall Basis

- Discount allowed for payment made in full within:
- (i) 14 clear working days from date of receipt of invoice or acceptance of services, whichever is the later \_\_\_\_\_ %
  - (ii) 28 clear working days from date of receipt of invoice or acceptance of services, whichever is the later \_\_\_\_\_ %

Requisitioning Office and  
venue/site/location at which  
the services are to be carried  
out:

11/F, Queen Elizabeth Stadium,  
18 Oi Kwan Road, Wanchai

Schedule for carrying out the  
services:

Special Remarks:

**OFFER TO BE BOUND**

To Director of Leisure and Cultural Services

Having read the Quotation Documents comprising the Interpretation, the Terms of Quotation, the General Conditions of Contract and all other documents (if any) attached to the Quotation Form, I/we agree to be bound by all of the terms and conditions as stipulated therein. I/We, the undersigned, for myself/ourselves and the firm and partners therein/Limited Company herein mentioned do hereby agree to provide all or any portion of the Services mentioned in the Schedule above, as amended by me/us, which may be ordered by the Head of Requisitioning Department, at the prices quoted in the said Schedule, subject to and in accordance with the terms and conditions of the Quotation Documents. I/We, the undersigned, for myself/ourselves and the firm and partners therein/Limited Company herein mentioned hereby warrant that My/Our Business Registration and Employee's Compensation Insurance Policy are currently in force.

This quotation is submitted with the authority  
and on behalf of \_\_\_\_\_  
whose Telephone No. is \_\_\_\_\_  
and the registered office in Hong Kong is situated at  
\_\_\_\_\_

Authorised Signature \_\_\_\_\_  
Name of person authorised to sign quotation  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
Fax. No. \_\_\_\_\_

## INTERPRETATION

In this form, unless the context otherwise requires:

'Contract'	means the contract for the supply of the Services by the Contractor to Government as constituted by this form including the Schedule, the General Conditions of Contract, and the Special Conditions of Contract (if any);
'Contract Period'	means the period specified in clause 1 of the Special Conditions of Contract;
'Contractor'	means the service-provider whose quotation has been accepted;
'General Conditions of Contract'	means the general conditions of contract set out below;
'Government'	means The Government of the Hong Kong Special Administrative Region;
'Government Representative'	means the Director of Leisure and Cultural Services or any officer authorized to act on his behalf for the purpose of this Contract;
'Inspecting Officer'	means the officer appointed by the Government Representative for the purpose of inspecting the Services performed in pursuance of the Contract;
'Quotation Documents'	means the documents issued by the Government for the purpose of the Invitation to Quotation, and reference to the terms thereof shall include the terms set out in this Quotation Form, Terms of Quotation, Interpretation, General Conditions of Contract, Special Conditions of Contract, and all other documents attached to this Quotation Form;
'Quotation Form'	means the Quotation Form (LCS 664) issued for Invitation to Quotation including Schedule and Offer to be Bound;
'Schedule'	means the schedule overleaf;
'Services'	means the work referred to the Schedule overleaf;
'Special Conditions of Contract'	means the special conditions of contract (if any) set out immediately after the General Conditions of Contract and attached to this Quotation Form;
'Total Value of Contract'	means the amount of payment for the provision of the Services as quoted by the Contractor in the Schedule.

## GENERAL CONDITIONS OF CONTRACT

- Total Services and Variation
  - The Services to be performed under this Contract shall be as laid down in the Schedule and Special Conditions (if any) and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All orders placed under this Contract shall be issued in writing and Government will not be responsible for Services performed on oral instructions issued by any person whomsoever.
  - The Contractor shall not extend the Services beyond the requirements specified in the Schedule except as directed in writing by the Government Representative; but the Government Representative may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Contract price of more than twenty per cent or the Contract Period of more than six months, unless otherwise mutually agreed by the Contractor and Government.
  - Where a variation has been made to this Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances. Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.
- Assignment

The Contractor shall not, without the written consent of the Government Representative, assign or otherwise transfer this Contract, or any part share or interest therein, and the performance of this Contract by the Contractor shall be deemed to be personal to him.
- Quality of Services
  - The Services shall be as specified in the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
  - Any drawings and specifications reasonably required for the Contractor's guidance in the execution of this Contract shall be provided by Government free of charge but shall be returned on completion of this Contract.
- Sub-contracting
  - The Contractor shall efficiently direct and supervise the performance of the Services to the full extent of his ability and with his full attention.
  - The Contractor shall not, without the prior written consent of the Government Representative, enter into any sub-contract with any person for the performance of any part of this Contract. The Contractor shall submit the proposed sub-contract to the Government Representative for approval. The Government Representative

- reserves the right to determine the terms of the sub-contract.
- The Contractor shall remain fully liable and shall not be relieved from any of his obligations hereunder by entering into any sub-contract for the performance of any part of this Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractors, his employees or agents. Upon request of the Government Representative, the Contractor shall promptly provide the Government Representative with copies of any such sub-contracts.
- Contractor's Acknowledgement

The Contractor acknowledges:

    - that he has made himself thoroughly conversant with all aspects of this Contract including but not limited to the nature and quality of the Services, the equipment, materials, tools and deployed labour and supervisory staff which will be required; any necessary storage, and transportation requirements under this Contract;
    - that he has been supplied with sufficient information to enable him to provide to the Government Representative the Services set out in the Schedule and in the provisions of this Contract;
    - that he shall not be entitled to any additional payment nor be excused from performing any requirements as imposed under this Contract on the ground of any misinterpretation by the Contractor of any matters relating to this Contract; and
    - that he shall make his own arrangements to provide Mandatory Provident Fund Schemes to his employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong) and the laws of the Hong Kong Special Administrative Region to the satisfaction of the Government Representative.
  - Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government Representative that:

    - the Contractor and his sub-contractors, employees or agents shall have the necessary skill, experience and expertise to provide the Services on the terms and conditions as set out in this Contract; and
    - the Contractor shall carry out the Services with all due and reasonable diligence and in a proper, skilful and workmanlike manner and shall use his best endeavour to perform the Services to the reasonable satisfaction of the Government Representative.
  - Contractor's Sub-contractors, Employees or Agents
    - The Contractor shall be responsible for the good conduct of his sub-contractors, employees or agents while they are performing the Services under this Contract and shall ensure that they will behave accordingly.
    - The Government Representative shall be entitled to require on reasonable grounds (including but not limited to medical, security and disciplinary grounds) the immediate removal or replacement of any of the Contractor's sub-contractors, employees or agents for this Contract.
    - Any sub-contractor, employee or agent so removed shall be replaced as soon as possible by a competent substitute or such no longer period that the Government may decide at its sole discretion.
    - The Government Representative shall in no circumstances be liable either to the Contractor, his sub-contractor, employee or agent in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Government Representative against any aforesaid claim made by such sub-contractor, employee or agent.
    - The Contractor shall ensure that all his employees wear tidy and clean clothes or any such special or protective clothing, and footwear as the Government Representative may consider necessary or appropriate. Any such special or protective clothing, and footwear shall be provided, maintained and replaced as necessary by the Contractor at his own expenses.
    - The Contractor shall not employ any staff of known bad character, disorderly conduct or violent character. Any breach of this requirement shall be deemed to be the default, neglect or omission of the Contractor.
    - The Contractor undertakes not to employ illegal workers in the execution of any Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice in writing, terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by the Government as a result of the termination of this Contract.
    - The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract or any other Government contract. If there is any breach of this clause by Contractor, the Government Representative may, by notice in writing, terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be responsible for any expenses or loss that the Government Representative may incur or suffer due to the breach of this clause.
    - The Government Representative shall be entitled to refuse to admit to the venue/site/location or any part thereof for the purposes of the Contract any person employed by the Contractor, or by an assignee or a sub-contractor, whose admission will be, in the reasonable opinion of the Government Representative, undesirable. The Contractor shall continue to perform the Services despite admission of any of

his sub-contractors, employees or agents is refused under this clause.

- Monies or Valuables Found by the Contractor's Employees

All monies or other items of value found by the Contractor and his sub-contractors, employees or agents in performing the Services at any be handed to the Government Representative as soon as possible and a written receipt obtained therefor.
- Inspection, Rejection and Acceptance
  - The Services performed shall before payment be subject to inspection by the Government Representative who may withhold payment unless the Services have been performed in accordance with the terms and conditions of this Contract and to the satisfaction of the Government Representative. Upon breach of any essential terms of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Schedule, the Government Representative shall have the right to reject unsatisfactory performance of the Services and suspend payment until the defects have been rectified by the Contractor.
  - Being notified in writing of the rejection of any Services, the Contractor shall take immediate and necessary action to rectify such rejected Services within twenty-four (24) hours.
  - If the Contractor shall fail to rectify such rejected Services in accordance with clause 9(b) of General Conditions of Contract, the Government Representative may, without prejudice to any other rights and remedies available to the Government Representative, carry out and complete such Services by his own resources or by other Contractors. All costs and expenses whatsoever which may be incurred by the Government Representative thereof shall be recoverable in full from the Contractor forthwith.
  - The Services performed in pursuance of this Contract shall not be deemed to have been accepted unless either:
    - The Government Representative shall so certify; or
    - The Services are not rejected as being unsatisfactory within twenty-one (21) working days of the date upon which they were executed.
- Government Property

If any Government property shall be issued to this Contractor under the Contract, the Contractor shall be responsible for the due return of all such property upon termination of this Contract or upon notification at any time during the Contract Period. If any such property shall be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his sub-contractors, employees or agents, the Contractor shall pay for the same as and by way of liquidated damages and not as penalty a sum which equals to the total replacement cost plus 20% thereof. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.
- Government Premises/Contractor's Premises
  - The Contractor, shall ensure that all persons engaged by him in carrying out this Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under this Contract.
  - Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative or Inspecting Officer at all reasonable times.
  - The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.
- Payment for Services

The Contractor shall render to the Government Representative:

  - an itemised account on or before the 10<sup>th</sup> or the 25<sup>th</sup> day of each month of the charges which he considers due to him for Services completed under this Contract; or
  - on completion of any separate portion of the Services (in respect of which a charge is laid down in the Schedule) an account for such portion.

All such accounts shall be signed by the Government Representative or the Inspecting Officer. Unless otherwise agreed by the Government Representative such accounts shall be paid within 30 days of the date upon which:

  - where the said accounts are signed by the Government Representative or Inspecting Officer, or
  - where the Services have been accepted pursuant to clause 9 of the General Conditions of Contract, whichever date is the earlier.
- Default
  - It shall be regarded as a default if the Contractor:
    - abandons this Contract; or
    - does not execute the Services in accordance with this Contract or neglects to carrying out his obligations under this Contract, or
    - fails to carry out all or any the Services provided for in this Contract within the time specified.
  - Without prejudice to any other rights provided for under this Contract, the Government Representative is entitled to claim indemnity from the Contractor in

- accordance with clause 14 of General Conditions of Contract against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government Representative may sustain or incur or which may be brought or established against him as a result of the Contractor and his sub-contractors, employees or agents' default.
- (c) The Contractor shall carry out and complete the Services in accordance with the provisions of this Contract. Where the Inspecting Officer is satisfied that in any particular case the Contractor has failed to perform the Services in accordance with the provisions of this Contract, he shall report to the Government Representative which shall be entitled to instruct the Contractor to remedy the failure in order to comply fully therewith within such reasonable period as the Government Representative may determine, but in any event no later than twenty-four (24) hours after the Government Representative's instruction to the Contractor.
- (d) In addition to any deduction which may be made under the Special Condition of Contract (if any), the Government Representative shall be entitled to withhold payment for the Services until the Services have been performed in strict accordance with the terms and conditions of this Contract and to recover all the costs and expenses which may be incurred in accordance with clause 14 of the General Conditions of Contract.
- (e) Notwithstanding the above provisions, the Government Representative may at his own discretion terminate this Contract in accordance with the Special Conditions of Contract (if any) as a result of the Contractor's default.
14. Liability and Indemnity
- (a) The Contractor shall indemnify the Government Representative and keep the Government Representative fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government Representative may sustain or incur or which may be brought or established against him by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the followings:
- the negligence, recklessness or wilful misconduct of the Contractor and his sub-contractors, employees or agents;
  - the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Contractor and his sub-contractors, employees or agents under this Contract;
  - any unauthorised act or omission of the Contractor and his sub-contractors employees or agents; or
  - the non-compliance with any applicable laws and any requirement or regulation of any Hong Kong Special Administrative Region government authority or agency in connection with the performance of the obligations under this Contract by this Contractor and his sub-contractors, employees or agents.
- (b) The indemnities, payment and compensation given in pursuance of this Contract by the Contractor shall not be defected or reduced by reason of any failure or omission of the Government Representative 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 and his sub-contractors, employees or agents.
15. Recovery of Sums Due
- Whenever under this Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other Government contracts.
16. Liability for Damages or Compensation
- (a) Government and his employees or agents shall not be under any liability whatsoever for or in respect of:
- any loss of or damage to any of the Contractor's property or that of his sub-contractors, employees or agents howsoever caused (whether by his Negligence of the Government or any of his employees or agents or otherwise),
  - any injury to or death of any of the Contractor's sub-contractors, employees or agents save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.
- (b) the Contractor shall indemnify the Government and its employees or 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:
- any loss, damage, injury or death referred to in sub-clause(a) of this clause (save and except injury or death caused by the Negligence of Government or any of its employees or agents).
  - any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of his sub-contractors, employees or agents.
- (c) The Contractor shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to any employee or agent of the Government arising out of the Negligence of the Contractor or any of his sub-contractors, employees or agents.
- (d) For the purposes of this clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clause Ordinance.
17. Policy of Insurance and Compensation
- (a) The Contractor shall effect a policy of insurance against all claims, demands or liability under this Contract with an insurance company approved by Government (which approval shall not be unreasonably withheld) and shall continue such insurance during the continuance of this Contract and shall when required, deposit with the Government Representative for safe keeping during the Contract Period such policy of insurance together with the receipt of payment of the current premium.
- (b) If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of this Contract then and in any such cases Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by Government as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- (c) In the event of any of the Contractor's sub-contractors, employees or agents suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Government Representative.
18. Public Liability Insurance
- (a) The Contractor shall effect and keep in force during the Contract Period at his own expense a Public Liability Policy of Insurance exclusively for this Contract in the joint names of the Government of the Hong Kong Special Administrative Region and the Contractor in the sum of not less than Ten Million Hong Kong dollars (HK\$10,000,000) for each accident with unlimited number of claims for each year with a reputable insurance company authorized under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage as the case may be caused or arose out of any act or default of the Contractor or the Government Representative or their respective employees, agents or sub-contractors.
- (b) If the said Policy of Insurance provides that the payment of a certain amount of compensation shall be borne by the insured parties, the Contractor shall be solely responsible for such payment and shall reimburse the Government Representative forthwith if the Government Representative shall be required to make such payment.
- (c) The Contractor shall keep the said Policy of Insurance in force during the continuance of this Contract and shall submit to the Government Representative upon award of this Contract two copies of the said Policy of Insurance together with the receipt for payment of the current premium.
- (d) The Contractor is responsible to lodge all claims with the said insurance company and shall deal with the said company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage.
19. Bankruptcy
- The Government Representative may at any time by notice in writing summarily terminate this Contract without entitling the Contractor to compensation in any of the following events:
- if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
  - if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of his assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Government.
20. Termination
- (a) The Government Representative shall be entitled to forthwith terminate this Contract but without prejudice to any other rights which the Government Representative has or may have if:
- the Contractor shall fail to carry out the whole or any part of the Service or neglect to observe or perform any of the terms and conditions of this Contract or to pay any of the sums payable by the Contractor under this Contract or shall be in breach of his warranties or undertakings under clause 6 of General Conditions of Contract and (in the case of a breach capable of being remedied) shall have failed within fourteen (14) days or such longer period as the Government Representative may allow after the receipt of a request in writing from the Government Representative so to do, to remedy the breach (such request to contain a warning of the Government Representative's intention to terminate); or
  - the Contractor shall go into liquidation or a petition shall be filed for the bankruptcy or the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing or the Contractor shall become insolvent or make any composition or arrangement with creditors; or
- the Contractor shall assign or purport to assign any or all the burden or benefits of this Contract without the prior written consent of the Government Representative.
- (b) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
  - the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
  - the Government reasonably believes that any of the events mentioned above is about to occur.
- (c) Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Contract Period, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor one (1) month's written notice of such suspension or termination.
- (d) Where the termination is under clause 20(b)(i), (ii) or (iii) above, in relation to any Services, which have not been accepted prior to the termination, the parties shall negotiate in good faith concerning the amount payable by the Government to the Contractor for the Services performed and costs incurred by the Contractor for performing such Services.
21. Corrupt Gifts
- (a) If the Contractor or any sub-contractor, employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate this Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of this Contract.
22. 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 used from which a connection with the Government can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Government Representative.
23. Governing Law
- This Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong Special Administrative Region in relation to any matters arising out of this Contract.
24. Arbitration
- (a) If any dispute, other than a dispute as to which the decision of Government Representative or any other person is by the Contract expressed to be final and conclusive, arises between the Government Representative and the Contractor relating to the performance of the Contract or any part thereof, either party may, after giving fourteen (14) days written notice to the other party require the matter in dispute to be referred to a single arbitrator in Hong Kong Special Administrative Region in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 341 of the Laws of Hong Kong) or any statutory modification thereof for the time being in force. The costs of such arbitration shall be at the discretion of the arbitrator. The award of such arbitrator shall be final and binding upon the parties.
- (b) The Contractor shall be obliged to perform the Services in accordance with the Contract irrespective of a notice of arbitration having been served by either party or an arbitration is in progress.
25. Personal Data Submitted by Contractor
- All personal data submitted by the Contractor will be used by the Government for the purpose of this Contract only.
26. These General Conditions of Contract shall apply to the extent which they are not inconsistent with the Special Conditions of Contract (if any) set out hereinafter.
27. Exclusion
- The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
28. United Nations Convention on Contracts for the International Sale of Goods not applicable
- The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

SPECIAL CONDITIONS OF CONTRACT

**LEISURE AND CULTURAL SERVICES DEPARTMENT**

**Provision of Assessment Survey for Community Arts Scheme 2024-25**

**Table of Contents**

**This quotation document CPO-D05932 consists of:**

- (1) Invitation to Submit Quotation for Provision of Services (Form LCS 664);
- (2) Table of Contents (Sheet 1)
- (3) Background (Sheet 2)
- (4) Project Requirements (Sheet 2)
- (5) Terms of Quotation (Sheets 2-10)
- (6) Special Conditions of Contract (Sheets 11-27)
- (7) Service Specifications (Sheets 28-30)
- (8) Essential Requirements (Sheets 31-33)
- (9) Contract Schedule (Sheets 34-36)
- (10) Annex I: Existing Questionnaires on Performance & Workshop (Sheets 37-43)
- (11) Annex II: Sample Report on a Selected Arts Group (Sheets 44-52)

**LEISURE AND CULTURAL SERVICES DEPARTMENT****Provision of Assessment Survey for Community Arts Scheme 2024-25**

**Quotation Closing Date: 8 January 2024 (Mon), 12 noon**

**PART I. Background**

The Community Programmes Office (thereafter referred to as “the Office”) of the Leisure and Cultural Services Department (thereafter referred to as “LCSD”) is running the 18dART Community Arts Scheme (thereafter referred to as “18dART”) to promote arts development across the territory and enhance artistic ambience in the community. More details on the Office and 18dART can be found here: <https://www.cpo.gov.hk/18dart-community-arts-scheme/>

Over the past three years, a survey study has been conducted to evaluate the effectiveness of 18dART, and to identify areas for improvement based on the survey findings. The study involves questionnaire for programme participants and audience, interview with programme participants, arts groups and district partners, and subsequent compilation of statistics and in-depth analyses. For information, approximately 5 200 questionnaires on **workshops** and **performances** respectively were collected from June 2022 to September 2023. The online survey template is as follows:

[https://esurvey.psy.cuhk.edu.hk/jfe/form/SV\\_1Lc6uuBAGQ6clgi](https://esurvey.psy.cuhk.edu.hk/jfe/form/SV_1Lc6uuBAGQ6clgi) (Months-long Workshop)

[https://esurvey.psy.cuhk.edu.hk/jfe/form/SV\\_cMlk0j7pIvrNt0a](https://esurvey.psy.cuhk.edu.hk/jfe/form/SV_cMlk0j7pIvrNt0a) (One-off performance)

**PART II. Project Requirements**

The service provider is required to develop a study framework and offer support in evaluating the effectiveness of 18dART for **18 months from 15 January 2024 to 14 July 2025**, both dates inclusive.

**PART III. Terms of Quotation****1. Invitation to Quotation**

Service providers are invited to submit quotation for Provision of Assessment Survey for Community Arts Scheme 2024-25 to the Office as more particularly described in the Service Specifications and Contract Schedule and in such terms and conditions as set out in the Terms of Quotation, Special Conditions of Contract, Service Specifications, Essential Requirements, and Contract Schedule.

## 2. Quotation Preparation

- (a) All quotation documents must be completed and submitted in accordance with the Quotation Form (LCS 664).
- (b) Quotation must be completed in English or Chinese and in ink or typescript with all necessary information including documentary evidence which is necessary for quotation evaluation.
- (c) Service providers should provide documentary proof such as engagement contract or client's letter for similar survey or study for arts and cultural organisations which the service provider has conducted before. The Office reserves the right not to consider the quotation further if the relevant materials are insufficient or incomplete.
- (d) Service providers are required to submit the following in the quotation documents:-

(i)	Quotation Form (LCS 664) – Offer to be Bound;
(ii)	Essential Requirements (Sheets 31-33); and
(iii)	Contract Schedule (Sheets 34-36).

- (e) Service providers are required to fill in the unit price and total amount at the Table in the Contract Schedule.
- (f) **Failure to comply with the requirements specified in Clauses 2(d) above will render the quotation invalid.**

## 3. Submission of Quotation

- (a) The completed quotation (including the LCS 664 Form and Sheets 31-36 in **triplicate**) together with a valid Business Registration Certificate or Certifying Letter for Charitable Institutions and other supporting documents must be enclosed in a sealed envelope clearly marked “**CPO-D05932: Provision of Assessment Survey for Community Arts Scheme 2024-25**” and submitted to Community Programmes Office, 11/F, Queen Elizabeth Stadium, 18 Oi Kwan Road, Wanchai, Hong Kong **before 12:00 noon, 8 January 2024.**
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any duration between 9am and 12nn on the Quotation Closing Date, the Quotation Closing date and time before which Quotations are to be deposited into the quotation box of the Community Programmes Office will be extended to 12nn on the next working day (all times mentioned are Hong Kong time).
- (c) Late quotations including quotations posted or dispatched prior to, but received after, the quotation closing time and incomplete quotation submitted or those in a form otherwise than as provided herewith will not be considered.

- (d) A **quotation briefing** will be held at **3pm, 27 December 2023 (Wednesday)** at the Community Programmes Office, 8/F, Queen Elizabeth Stadium, 18 Oi Kwan Road, Wanchai, Hong Kong. Service providers are invited to attend the briefing before submitting their quotations in order to acquaint themselves with the actual needs and expectations of the Office.
- (e) A service provider must ensure that there is no discrepancy between the original and the copies of the documents submitted to the Government. Should any discrepancies be found, the quotation may be rejected.

#### 4. Contractor's Commitment

All quotation, proposals, information and responses submitted by each service provider shall be the representation of the service provider and may by law or at the Government's sole option be incorporated into and made part of the Contract to be made between the Government and the successful contractor in such manner as the Government considers appropriate. The Government may, and, in submitting a quotation, the service provider irrevocably authorises the Government to, make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without the need to obtain any prior agreement of the successful contractor.

#### 5. Price Quoted

- (a) Service providers should make certain that the prices quoted are accurate before submitting the quotation documents. Under no circumstances shall the Government Representative be obliged to accept any request for price adjustment on ground that a mistake has been made in the price quoted.
- (b) It will be assumed, unless service providers clearly stipulate otherwise, that their offers will remain valid for the duration of the contract. Therefore, no request for price variation will be considered.
- (c) Without prejudice to the generality of the Conditions of Contract, the Government may require service providers, who in the opinion of the Government, have submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such service providers are capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the quotation without having to give any reason(s) for the rejection.



6. Consent to Disclosure

The Government shall have the right to disclose, without any further reference to the successful contractor, whenever it considers appropriate or upon request (written or otherwise) by any third party information on the awarded Contract, the name and address of the successful contractor, description of Services, Contract value and information in relation to the contractor's breaches of the specific contractual obligation under the Contract. In submitting a bid, each service provider irrevocably and unconditionally authorises the Government to make and consents to the Government making any of the disclosure aforesaid.

7. Alternative Proposal and Negotiation

Alternative proposals which improve the value of the offer may be submitted. Should a service provider wish to do so, it must submit a conforming proposal that meets all requirements of these Terms of Quotation and put forward the alternative proposal under an appendix clearly marked "Alternative Proposal" to its quotation and fully explain the reasons for and the objective of making the alternative proposal. Otherwise, the alternative proposal will not be considered. The Government reserves the right to negotiate with any service provider about the terms of the offer.

- (a) Any alternative proposal must be drafted and submitted in the following manner:-
- (i) The alternative proposal must be put under an appendix called "Alternative proposal".
  - (ii) The alternative proposal must adhere to the format of the quotation.
  - (iii) Original version of the relevant provision must be fully recited before any proposed alteration or deletion is made.
  - (iv) Any alteration to terms or requirements must be underlined and must bear the corresponding clause number unless it is an addition to the quotation.
  - (v) Words to be deleted should be crossed out by a single line only.
  - (vi) Explanation should be given below any such alteration or deletion and be put in a bracket "( )".
- (b) Alternative proposal not submitted in accordance with the above format will be considered to be expression of general comments only and will not in any way be considered as any offer.
- (c) The Government reserves the right to negotiate with any or all service providers about the terms of the quotation.

8. Award of Contract

- (a) The Government is not bound to accept the lowest or any quotation.
- (b) The successful contractor will receive as an indication of acceptance by a fax or a letter of acceptance. Upon the issue of such fax or letter a binding Contract would be deemed to have been constituted between the Government and the successful contractor. **Meeting will be held with the successful contractor within 7 days from the date of acceptance.**
- (c) Service providers who do not receive any notification within the Validity Period of their offer shall assume that their quotations have not been accepted.

9. Documents of Unsuccessful Service Providers

Documents of unsuccessful service providers will be destroyed three months after the date the Contract has been awarded. All reference materials and documentary proof submitted by service providers are non-returnable.

10. Contractor's Performance Monitoring

The contractor is advised that should the Government award the Contract to it, its performance of Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that it may submit in the future. An offer or quotation or tender submitted by a service provider who has been in breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government may not be considered having regard, including and not limited, to the seriousness and the number of breaches and its or their relevancy to the offer or quotation submitted. Without prejudice to the foregoing, the successful contractor may have criminal or civil liabilities for its breach of the Employment Agreement and may be liable to compensate the Government for the losses and expenses that it may have suffered or incurred.

11. Offers to be Bound

- (a) All parts of the quotation documents submitted and offered by the service provider shall be binding on the service provider. A service provider is deemed to have satisfied itself as to the correctness of its quotation. In the event that a service provider discovers an error in its quotation after the quotation has been deposited, the service provider may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Quotation Closing Date.

- (b) Should it be found on examination by the Government after the Quotation Closing Date that a service provider has made errors in the figures stated in its quotation that may have a significant effect on the quotation, the service provider may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.
- (c) The Government may require a service provider to clarify any aspect of its quotation by way of provision of additional information or documentary proof. A quotation may not be considered if the service provider fails to comply with the Government's request for clarification.

12. Service Providers' Response to the Government Representative's Enquiries

- (a) In the event that the Government determines that clarification of any quotation is necessary, it will advise the service provider accordingly indicating whether the service provider should supplement its quotation. Each service provider shall thereafter within five (5) working days after the date of the Government's request or such other period as specified in the request for clarification submit the requested information in the form provided. Quotation may not be considered if complete information is not provided as required.
- (b) Any statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry made by a prospective contractor shall be for guidance and reference purposes only. The statement shall not be deemed to form part of the quotation documents and such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in the quotation documents (including all Annexes, Terms of Quotation, Special Conditions of Contract, Service Specifications, Essential Requirements or Contract Schedule).

13. Quotation to Remain Open

- (a) Quotation shall remain open for acceptance by the Government not less than ninety (90) days after the Quotation Closing Date ("Quotation Validity Period").
- (b) If before expiry of the Quotation Validity Period, a service provider withdraws its offer, the Government will take due notice of the service provider's action and this may well prejudice its future standing as a Government contractor.

14. Complaints About Quotation Process or Contract Award

The quotation process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any service provider who feels that its offer has not been fairly evaluated may write to the Director of Leisure and Cultural Services who will personally examine the complaint and refer it to the approving authority for consideration if it relates to the quotation system or procedures followed. For quotation not covered by the Agreement on Government Procurement of the World Trade Organisation, the service provider shall lodge the complaint before disposal of documents of unsuccessful service providers which shall be within 3 months after the award of contract.

15. Quotation Addenda

Should the Government require any amendments, clarifications or adjustments to be made to the quotation documents for the purpose of quotation exercise, the Government will issue to every service provider numbered addenda giving full details of such amendments. The service provider shall acknowledge receipt of these addenda. These addenda if comprising an amendment, clarification or adjustment to any provisions of the Contract, shall form a part of the Contract and shall take priority over the documents previously issued.

16. The Attachments

Service providers should study all attachments to the quotation documents (including Annexes, Service Specifications, Essential Requirements and Contract Schedule) carefully before submitting the quotation. Service providers should note that all information and statistics provided by the Government in connection with this quotation are for reference only. The Government (including its servants and agents) gives no warranty, statement or representation, expressed or implied, as to its accuracy, availability, completeness, usefulness or future changes of such information and statistics. Service providers should conduct their own independent assessment of the information and statistics. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

17. Cancellation of Quotation and Savings

- (a) The Government may at any time cancel the quotation and the Government is not bound to give any reasons for the cancellation.
- (b) All quotations are submitted on the understanding that the Government will not in any event be liable to pay any costs arising out of their preparation and submission or in explaining or clarifying any quotation.

18. Undisclosed Agency

The person who signs a quotation as service provider shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name, address and the name(s) of the contact person(s) of its principal.

19. Personal Data Provided

- (a) The service provider's personal data provided in the quotation will be used for quotation evaluation and contract award purposes. If insufficient or inaccurate information is provided, the quotation may not be considered.

- (b) Each service provider acknowledges and consents that the service provider's personal data provided in the quotation may be disclosed to the parties responsible for quotation evaluation in other Government bureaux, departments and non-Government organisations.
- (c) Service providers have the right of access and correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the service provider's personal data provided in the quotation.
- (d) Enquiries concerning the personal data collected by means of the quotation, including the making of access and corrections, should be addressed to the Community Programmes Office of the Leisure and Cultural Services Department.

20. Disqualification of Service Providers

The Government reserves the right to disqualify any service provider who submits a quotation that directly or indirectly attempts to preclude or limit the effect of any provisions of these Terms of Quotation.

21. Publicity

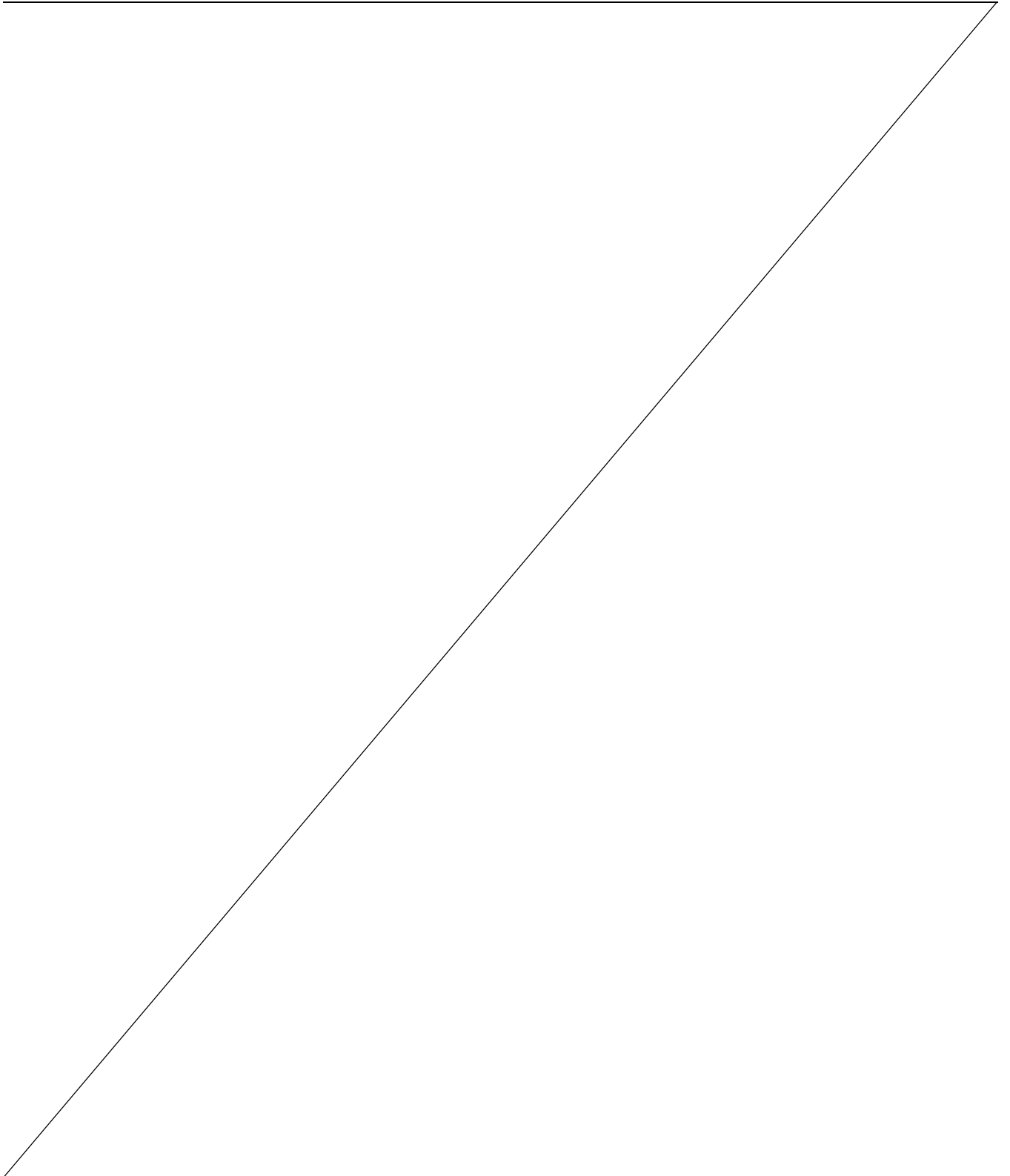
The service provider shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with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

22. Enquiries

- (a) Any enquiries concerning these quotation documents up to the date of lodging its quotation with the Government shall be in writing and shall be submitted to: -

Director of Leisure and Cultural Services  
(Attention: Ms Angel LEUNG, Assistant Manager)  
Community Programmes Office  
8/F, Queen Elizabeth Stadium  
18 Oi Kwan Road, Wan Chai, Hong Kong  
Phone No.: 2591 1232  
Fax No.: 2591 0322  
Email: [aokleung@lcsd.gov.hk](mailto:aokleung@lcsd.gov.hk)

- (b) After lodging a quotation with the Government, the service provider shall not attempt to initiate any further contact, whether direct or indirect, with the Government on his quotation or this quotation document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the service provider thereto shall be in writing or formally documented in writing.



**PART IV. Special Conditions of Contract**1. Service Period

- (a) The contractor shall provide the Services to the Government for a period of eighteen (18) months **commencing on 15 January 2024 and expiring on 14 July 2025** both dates inclusive, subject to Clause 1(b) below and to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- (b) The Government may, on giving the contractor written notice before **15 January 2024** postpone or advance the Commencement Date of the Service Period to a date specified by the Government in the notice.
- (c) Prior to the commencement date of the Contract, the contractor must, at no extra cost of the Government Representative, study the Office's online survey template carefully to ensure its smooth handover or migration during the transition period.

2. Severability

- (a) In the event that any provision of the Contract or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable under any applicable law of Hong Kong, such provision or such part of such provision, as the case may be, shall, to the extent required by such law, be severed from this Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.
- (b) Where, however, the provisions of the Contract or any such applicable law of Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law.

3. Non-compliance of Contractual Obligation

The contractor shall ensure that the requirements of the Contract are strictly adhered to. If, however, inadequate services, poor performance and/or non-compliance with the Contract terms and conditions are observed and evidently proved, the agreed payment for the respective service shall be withheld. The Government Representative has the right to terminate the Contract immediately without any compensation to the contractor.

4. Termination of the Contract

- (a) The Government Representative shall be entitled to forthwith terminate the Contract but without prejudice to any rights which the Government has or may have if the contractor shall fail to carry out the whole or any part of the Services

or neglect to observe or perform any of the terms and conditions of the Contract or to pay any of the sums payable by the contractor under the Contract or shall be in breach of its warranties or undertakings under Clause 7 hereof, or fail to carry out the Services at a standard to the satisfaction of the Government Representative. Such termination of the Contract can be in full or in part, subject to the decision of the Government at its sole discretion.

- (b) This Contract may be terminated forthwith by the Government on giving notice in writing to the contractor if the contractor, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or a court shall make an order to that effect or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or shall die or if the contractor (whether a company or not) shall enter into any composition or arrangement with its creditors or shall become insolvent.
- (c) Any termination under Clauses 4(a) and 4(b) of the Special Conditions of Contract shall discharge the parties from any liability for further performance of this Contract and shall entitle the Government to be repaid forthwith any sums previously paid under this Contract (whether paid by way of a deposit or otherwise) and to recover from the contractor the amount of any loss or damage sustained or incurred by the Government as a consequence of such termination.
- (d) Any termination of this Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- (e) In the event of such termination, the Government Representative shall not be responsible for the amount of any loss or damage to the contractor arising out of or in connection with or by consequence of such termination.

## 5. Termination of Services

- (a) The Government shall be entitled to terminate forthwith the Services of the contractor's employees, agents or sub-contractors immediately by giving verbal notice to the contractor, if the contractor's employees, agents or sub-contractors are found in the opinion of the Government Representative to be incompetent or inattentive or the conduct itself improperly. The Government's decision shall be final. Any employee, agent or sub-contractor so terminated shall be replaced within **5 working days** by a competent substitute.
- (b) For Clause 5(a) above, the contractor shall not be entitled to claim for any additional payment in this regard against the Government.



6. Effect of Termination

- (a) If the Contract is terminated, the Government shall: -
- (i) cease to be under any obligation to pay any Fee to the contractor until all costs, loss and/or damage resulting or arising from the termination of the contractor's engagement have been calculated and provided such calculation shows a sum or sums due to the contractor;
  - (ii) not be responsible for any losses or expenses suffered or incurred by the contractor due to the termination of the Contract;
  - (iii) be entitled to repossess any of the Government's materials, clothing, equipment or other goods loaned or hired to the contractor and to have a lien on any of the materials, clothing, equipment or other goods belonging to the contractor for any sum due hereunder or otherwise from the contractor to the Government; and
  - (iv) have, without prejudice to any claims made or to be made by the Government for breach of the whole or any part of the Contract, the right to assign the uncompleted Services to another contractor or contractors whereupon the contractor shall be liable for any amounts in excess of the Contract Value as indicated in Contract Schedule for the remaining term of the Service Period and the Government may use all such contractor's materials, equipment or other goods for the purposes thereof free of charge and free from any liability until a new contractor or contractors are formally engaged by the Government to perform the uncompleted Services.
- (b) The rights of the Government are in addition to and without prejudice to any other rights the Government may have whether against the contractor directly or pursuant to any guarantee or indemnity.
- (c) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7. Warranty

The contractor warrants and undertakes to the Government that: -

- (a) the contractor's employees, agents or sub-contractors shall meet the qualification requirements and any other skills required by the Government Representative set out in the Service Specifications to provide the Services on the terms set out herein;

- (b) the Services shall be provided in a timely and professional manner and will conform to the standards generally observed in the industry for similar services and behave to the satisfaction of the Government Representative;
- (c) no announcement or publicity concerning this Contract or any matter ancillary thereto shall be made by the contractor without the prior written consent of the Government;
- (d) the contractor shall make its own arrangement and at its own cost in regard to the provision of such labour, skilled and unskilled, as may be required for providing the Services and the benefits that its employees' entitled under the Employment Ordinance. The contractor shall comply with the provisions of the Employment Ordinance and the regulations as lay down by the Government from time to time;
- (e) the contractor shall work in close co-operation with the Government includes attending meetings as required, and shall meet such deadlines in respect of the services to be provided under the Contract;
- (f) the contractor shall upon receipt of the Government's request submit new survey templates for approval, or revise survey templates if required to the satisfaction of the Government, each submission and revision shall not take more than 3 working days unless otherwise specified by the Government;
- (g) the contractor shall effect and keep in force at its own expense a policy of insurance against all liability to pay damages or compensation in respect of all contractor's employees, agents or sub-contractors and other persons who may be employed by the contractor or sub-contractor permitted by the Government Representative on any work done in pursuance of the Contract with an insurance company authorised by the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions to be approved by the Government Representative and shall keep such insurance in force during the whole of the Service Period that any persons are employed by it on the performance of the Services and shall, as and when required deposit with the Government Representative for safe-keeping such policy of insurance together with the receipt for payment of the current premium; and
- (h) the contractor shall not sub-contract or assign to any third party in whatever means the administration, arrangement of and/or provision of the Services without the agreement of the Government Representative.

## 8. Confidentiality

- (a) The contractor's employees provided by the contractor under this Contract shall treat all information kept by the Government as restricted, despite the fact that it may be already public knowledge or become so at a future date. They shall not divulge any information to any person without authorisation by the Government.

- (b) The contractor's employees shall not make use of or reproduce or allow the use or reproduction of any information, report document, software, data or any other particulars relating to the business or affairs of the Government.
- (c) The contractor shall ensure that the employees are aware of the requirement before commencement of services and will comply with the provision of this clause, in writing.
- (d) Any disclosure of information by the contractor's employees, agents or sub-contractors shall be deemed to be the default of the contractor.
- (e) The foregoing obligations shall remain in full force and effect notwithstanding any termination of this Contract.

9. Entire Agreement

The Contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter thereof. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

10. Working Hours

In case of malfunction of the online survey data collection platform, the Contractor shall provide immediate technical support to make sure the problems can be solved within two hours.

11. Default in Performance

- (a) At any time during the Service Period, the Government Representative may investigate each case where the contractor has failed to perform the Services or any part thereof in accordance with the provisions of the Contract.
- (b) Where the Government Representative is satisfied that in any particular case the Services provided by the contractor have failed to meet the standards required under the Contract or any terms and conditions of the Contract, it shall be entitled to instruct the contractor by written notice to remedy/rectify the failure in order to comply fully therewith within such period as it in its absolute decision may determine, but any such period should in no case be later than 5 working days after giving such instructions to the contractor.
- (c) If the contractor fails to comply with the instruction of the Government Representative issued under Clause 11(b) hereof, the Government

Representative shall be entitled to record in writing a Notice of Default (hereinafter called "Default Notice" and also expressed in abbreviated form of "DN") which shall be issued to the contractor. The duration allowed for rectification of defects in performance between each DN shall not be longer than 5 working days after the issue of the last one. Without prejudice to any other rights and remedies or actions which the Government Representative may take under the Contract, the Government Representative shall have the right to reject unsatisfactory performance of the Services until such defects have been rectified by the contractor and to the satisfaction of the Government Representative.

- (d) The Government Representative shall be entitled to withhold any payment to the contractor until the Services have been performed to the satisfaction of the Government Representative and in strict accordance with the terms and conditions of the Contract and until all costs and expenses which may be incurred by the Government in accordance with Clause 11(e) hereof have been recovered.
- (e) If the contractor fails to provide any of the Services or fails to provide the Services to the satisfaction of the Government Representative, the Government Representative shall be entitled to have such Services carried out by its own resources or by other contractors and to recover any sums, expenses, loss, damages, claims or any liability that may be incurred by the Government Representative and may deduct the same from any monies due or becoming due to the contractor under this or other Contracts with the Government and the same shall be recoverable a debt due by the contractor to the Government.

12. Estimate of Probable Requirement

The quantity shown in the Service Specifications is an estimate of probable requirement only, and such estimate must be regarded as given for the service provider's information only and not as a figure to which the Government binds itself to adhere.

13. Order for Variation

- (a) The Government Representative may make any variation in the quantity of any work as well as the performance requirements and standards of requirements detailed in the Service Specifications hereof and such variation shall not in any way vitiate or invalidate the Contract.
- (b) The Government Representative may vary the scope of the Contract by including new/additional services not specified in the Service Specifications or Contract Schedule in the Contract during the Service Period.
- (c) No variation shall be made by the contractor without an order in writing from the Government Representative.
- (d) The Government Representative shall give the contractor an advanced notice of not less than fourteen (14) calendar days to prepare for the execution of such order for variation made by the Government Representative.

14. Valuation of Variation

Where a variation has been made to the Contract under Clause 13 of Special Conditions of Contract, the amount to be added or deducted from the Rate shall be adjusted in accordance with the rates quoted by the contractor in Contract Schedule so far as the same may be applicable. Where rates are not contained in the Contract Schedule, or are not applicable, such amount shall be as agreed between the Government Representative and the contractor as is reasonable in the circumstances. Failing agreement on the new rate, the difference should be referred to arbitration and that irrespective of any such reference or the progress of the arbitration, the contractor shall be required to provide and continue to perform the Services required under the variation.

15. Illegal Workers

- (a) The contractor undertakes not to employ any person who is not lawfully employable in the execution of this Contract or any other Government Contract. Should the contractor be found to have employed any person who is not lawfully employable in breach of this undertaking, the Government Representative may, by notice in writing, terminate this Contract and the contractor is not entitled to claim any compensation.
- (b) The contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of this Contract.

16. Service of Notice

All notices which are required to be given herein shall be in writing and shall be sent to the address of the recipient set out in the Contract or such other address as the recipient may designate by prior notice given in accordance with the provisions of this Clause. Such notices shall be deemed to have been properly given hereunder and shall be effective:-

- (a) on the date of delivery if hand-delivered;
- (b) on the date of transmission if sent by email; and
- (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been quoted for delivery by postal authority in HongKong.

17. Dispatch of Invoice

All invoices should bear the relevant order references and shall be addressed to the Office. The Government shall not be responsible for any delay in payment if the invoices are not properly addressed.

18. Payment Schedule for Service

- (a) Payment will be made by cheque within 30 working days upon receipt of invoice, according to the requirements as specified and to the satisfaction of the Government Representatives.
- (b) The 14 or 28 clear working days' period for payment discount referred to the front side of the Invitation to Submit Quotation for Provision of Services should be calculated from (excluding Saturday, Sunday or Public Holiday) the date of receipt of invoice or the date of acceptance of services, whichever is the later.
- (c) A payment to the contractor shall be deemed to have been made and received when bank draft or cheque is mailed by ordinary post to the contractor's last known address or when instruction is given to a bank in the Hong Kong Special Administrative Region to effect payment by whatever means as shall be decided solely by the Government Representative to the bank designated by the contractor. When telegraphic transfer or other modes of payment is made on request by the contractor to a bank or place outside the Hong Kong Special Administrative Region, all charges including but not limited to charges by the banks concerned shall be borne solely by the contractor who shall forthwith reimburse the Government if such charges shall have been paid by the Government Representative.
- (d) The Government Representative reserves the right to deduct all costs and charges stipulated in Clauses 18(a) and 18(c) above from any monies owed to the contractor under this and any other Contracts made between the parties. Such costs and charges may also be recovered by the Government Representative as a debt due to it by the contractor.

19. Information Used Not to be Divulged

- (a) None of the information in the documents furnished by the Government to the contractor shall be used by the contractor for any purpose other than for the purpose of the Contract and the contractor shall not divulge or use except for the purpose of the Contract any information contained in the documents.
- (b) The Government shall have the right, without seeking prior consent from the contractor, to disclose contractual information and commitment contained in the quotation documents as submitted by the contractor in relation to the employees' wages and maximum working days and the number of employees engaged for the performance of the Contract whenever it considers appropriate or when such disclosure is for the purpose of implementing the contractual obligation by the Government.

20. Assignment

The contractor shall not, without the prior written consent of the Government, assign or otherwise dispose of or transfer the Contract, or any part share or interest therein, and the performance of the Contract by the contractor shall be deemed to be personal to it.

21. Order of Executing the Services

The contractor shall, if directed by the Government Representative, execute any part of the Services in such order and at such times and commencing from such points as may be required by the Government Representative. In the absence of such directions, the contractor shall execute the Services in such order and commencing at such point as the contractor reasonably considers being most effective and efficient for the purposes of providing the Services, and without unnecessary disruption to the use of the Services by the public.

22. Notice to be Written in English and Chinese

All notices displayed or circulated by the contractor requiring its permitted sub-contractors, employees or agents or the public to comply with the rules and regulations of the Government Representative, the Government or other competent authority shall be written in both English and Chinese.

23. Arbitration

- (a) If any dispute, other than a dispute as to which the decision of the Government, Government Representative or any other person is by the Contract expressed to be final and conclusive, arises between the Government and the contractor relating to the performance of the Contract or any part thereof, either party may, after giving fourteen (14) days' written notice to the other party, require the matter in dispute to be referred to a single arbitrator in Hong Kong in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609) or any statutory modification thereof for the time being in force. The costs of such arbitration shall be at the discretion of the arbitrator. The decision of such arbitrator shall (in the absence of clerical and manifest error) be final and binding upon the parties and its fees for so acting shall be borne by the parties in equal shares unless the arbitrator determines that the fees shall be borne in some other shares.
- (b) Unless the Contract has already been terminated or if no suspension of the Services is in effect, the contractor shall continue to perform the Services in accordance with the Contract irrespective of a notice of arbitration having been served by either party and during the resolution of the dispute.

24. Sub-contracting

- (a) The contractor shall efficiently direct and supervise the performance of the Services to the full extent of its ability and with its full attention.
- (b) The contractor shall not, without the prior written consent of the Government Representative, enter into any sub-contract with any person for the performance of any part of the Contract. The contractor shall submit all proposed sub-contracts to the Government Representative for approval.

- (c) The contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the contractor shall be responsible for the acts, defaults or neglect of any permitted sub-contractors, its employees or agents. Upon request of the Government Representative, the contractor shall promptly provide the Government Representative with copies of any such sub-contracts.
- (d) Any act, default, neglect or omission of any sub-contractors, employees, agents or invitees of the contractor shall be deemed to be the act, default, neglect or omission of the contractor.

25. Government Provided Information

- (a) The Government does not guarantee the accuracy of any information supplied to the contractor by or on behalf of the Government or otherwise.
- (b) No negligence or failure on the part of the contractor to obtain information about or to obtain independent verification of the foregoing or any other matters affecting the execution of the Services shall relieve the contractor from any liabilities undertaken by the contractor herein.

26. Liability and Indemnity

- (a) The contractor shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the following: -
  - (i) the negligence, recklessness or wilful misconduct of the contractor or its permitted sub-contractors, employees or agents;
  - (ii) the breach or the non-performance or non-observance of any of the provisions, warranties and undertakings, obligations or conditions of the Contract by the contractor or its permitted sub-contractors, employees or agents;
  - (iii) any unauthorised act or omission of the contractor or its permitted sub-contractors, employees or agents; or
  - (iv) the non-compliance with any applicable laws and any requirement or regulation of any local authority or agency in connection with the performance of the obligations under the Contract by the contractor or its permitted sub-contractors, employees or agents.



- (b) The indemnities, payment and compensation given in pursuance of the 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 the 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 permitted sub-contractors, employees or agents.

27. Inspection and Rejection

- (a) The Services performed shall before payment be subject to inspection by the Government Representative. If the contractor fails to observe or comply with any terms or provisions of the Contract including but not limited to failure to comply with the performance requirements set out in the Service Specifications, or to perform the Services to the satisfaction of the Government Representative, the Government Representative shall have the right to reject the Services or any part thereof that is performed by the contractor and to withhold payment of until the defects have been rectified by the contractor.
- (b) The contractor shall take immediate and necessary action to rectify such rejected Services within twenty-four (24) hours after being notified in writing of the rejection of any Services.
- (c) If the contractor shall fail to rectify such rejected Services in accordance with Clause 27(b) hereof, the Government may, without prejudice to any other rights and remedies available to the Government, carry out and complete such Services by its own resources or by engaging other contractors. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the contractor forthwith.

28. Checklist for Supervision of Performance of Contractor's Employees

Upon being awarded the Contract, the contractor shall submit for the approval of the Government Representative a checklist for the supervision of work or Services performed by its permitted sub-contractors, employees and agents engaged or to be engaged for the purpose of this Contract. The Government Representative may countercheck the performance of the contractor's sub-contractors, employees or agents against the approved checklist.

29. Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

30. Corrupt Gifts

- (a) If the contractor or any of its permitted sub-contractors, employees or agents 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 Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the contractor to any compensation therefor.
- (b) The contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract under this Clause.

31. Meeting

The contractor shall attend or be appropriately represented by its staff at all meetings convened by the Government Representative to which they may be summoned, and shall advise and assist the Government on all matters relating to the provisions of Services under this Contract at no extra cost. If the contractor's Representative is unavailable, the contractor must provide justification and assign another staff who has the full authority to make all necessary decision on behalf of the contractor regarding the provision of the Service.

32. Compliance with Employment Ordinance

The contractor shall comply with the Employment Ordinance (Cap. 57). Without prejudice to any other rights or remedies which the Government has or may have against the contractor, the Government may terminate the Contract forthwith on giving notice to the contractor if the contractor is convicted of any offence under the Employment Ordinance without entitling the contractor to any compensation whatsoever.

33. Compliance with Employees' Compensation Ordinance

The contractor shall comply with the Employees' Compensation Ordinance (Cap. 282). Without prejudice to any other rights or remedies which the Government has or may have against the contractor, the Government may terminate the Contract forthwith on giving notice to the contractor if the contractor is convicted of any offence under the Employees' Compensation Ordinance without entitling the contractor to any compensation whatsoever.

34. Compliance with Immigration Ordinance

The contractor shall comply with the Immigration Ordinance (Cap. 115). If the contractor is convicted of an offence under the Immigration Ordinance for employing a person who is not lawfully employable to perform the Contract, or is convicted of an offence for aiding and abetting another person to breach its condition of stay, such conviction shall constitute a material breach of the Contract and without prejudice to any other rights or remedies which the Government has or may have, the Government may terminate the Contract forthwith on giving notice to the contractor without entitling the contractor to any compensation whatsoever.

35. Compliance with Occupational Safety and Health Ordinance

The contractor shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509), and any other legislation pertaining to the health and safety of its own staff, Government staff and others who may be affected by its performance of Services. Without prejudice to any other rights or remedies which the Government has or may have against the contractor, the Government may terminate the Contract forthwith on giving notice to the contractor if the contractor is convicted of any offence under the Occupational Safety and Health Ordinance without entitling the contractor to any compensation whatsoever.

36. Compliance with Mandatory Provident Fund Schemes Ordinance

The contractor shall comply with the Mandatory Provident Fund Schemes Ordinance (Cap. 485). Without prejudice to any other rights or remedies which the Government has or may have against the contractor, the Government may terminate the Contract forthwith on giving notice to the contractor if the contractor is convicted of any offence under the Mandatory Provident Fund Schemes Ordinance without entitling contractor to any compensation whatsoever.

37. Licence, Permit and Certificate

- (a) The contractor shall apply to the relevant authorities to obtain or renew, as the case, may be, for all licences, permits and/or certificates required by law for the performance of the Services and shall produce the same to the Government Representative for inspection if so required.
- (b) The contractor shall make no claim of any kind whatsoever against the Government Representative in the event of the contractor's failure or inability for any reason to obtain or renew any such licences, permits or certificates. It will be unlawful for the contractor to perform the Services without the licences, permits and/or certificates as required by law, notwithstanding the commencement of the Service Period.

38. Relationship of the Parties

- (a) The contractor enters into the Contract with the Government as an independent contractor only and shall not represent itself as an employees, servant, agents or partner of the Government.
- (b) Without prejudice to Clause 38(a) above, nothing in the Contract and no action taken by the parties pursuant to the Contract shall be construed in any way to constitute or deem to constitute a partnership, association, tenancy agreement, joint venture or co-operative entity between the Government and the contractor. Save and provided in the Contract, neither party shall commit the other to any obligation whatsoever without the written consent of the other.

39. Copyright

The ownership of and copyright in all survey results, the online data collection platform, the online survey results feedback system and reports shall be vested in the Office, LCSD, from the date of their delivery to the Office. The Office shall be at liberty to reprint, re-use, authorise the reprinting and re-use of such results or reports.

40. Intellectual Property Rights

- (a) Any and all intellectual property rights of all the things and materials (including any drafts and uncompleted versions thereof) which are created, developed, compiled or made by or on behalf of the contractor for the Government during the course of or in connection with the Contract are/shall be the sole and exclusive property of the Government and shall upon creation be vested in the Government and thereafter remain vested in the Government. The contractor will not at any time whether before during or after the completion, expiry or termination of this Contract (howsoever occasioned) in any way question or dispute the ownership of the Government.
- (b) The contractor warrants that:
- (i) all the things and materials (including any drafts and uncompleted versions thereof) mentioned in Clause 40(a) above shall be original works created, developed, compiled or made by or on behalf the contractor for the Government during the course of or in connection with the Contract;
  - (ii) the provision of the services by the contractor and the use or possession by the Government, its authorised users, assigns and successors-in-title of any items referred to in Clause 40(a) above and/or any other things or materials supplied to the Government by or on behalf of the contractor do not and will not infringe any Intellectual Property Rights of any party;
  - (iii) the exercise of any of the rights granted under the Contract to the Government, its authorised users, assigns and successors-in-title will not infringe any Intellectual Property Rights of any party;
  - (iv) in respect of any software and materials supplied or used by the contractor in the performance of the Contract and in respect of which any Intellectual Property Right is vested in a third party:-
    - Contractor has or shall have a valid and continuing license under which it is entitled to sub-license all relevant software, materials and the third party Intellectual Property Rights for itself and for the Government, its authorised users, assigns and successors-in-title to use such software and materials for any of the purposes contemplated by the Contract; or

- prior to the use and/or supply of such software and materials in the provision of the services, the contractor shall have obtained the grant of all necessary clearances for itself and for the Government, its authorised users, assigns, and successor-in-title authorising the use of such for any of the purposes contemplated by the Contract.
- (v) The provisions under this Clause shall survive the termination of the Contract (howsoever occasioned) and shall continue to have full force and effect notwithstanding such termination.
- (c) For the purposes of this Contract, Intellectual Property Rights means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (d) The Government shall be entitled to terminate the Contract if there is any breach of the warranties in this Clause.
- (e) Without prejudice to any other remedies that the Government may have under the Contract, the contractor shall indemnify the Government and keep the Government fully and effectively indemnified against all actions, costs, claims, demands, damages expenses (including without limitation the fees and disbursements of lawyers agents and expert witness) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the provision of any of the services and/or the use and/or possession by the Government, its authorised users, assigns and successors-in-title of any items referred to in Clause 40(a) above and/or any other things or materials supplied to the Government by or on behalf of the contractor infringes any Intellectual Property Rights of any party. Such indemnity shall survive the expiration of this Contract or its early termination, howsoever caused.

#### 41. Waiver of Moral Rights

The contractor hereby waives and undertakes to procure all the authors concerned to waive all the moral rights in all the items referred to in Clause 40(a) above, such waiver(s) to take effect upon the vesting of the Intellectual Property Rights in such items in the Government.

#### 42. Execution of Further Documents, etc.

The contractor shall at its own costs and expense do and execute any further things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to Clauses 40(a), 40(b), 40(e) and 41 above and shall provide all such documents and materials to the Government within 3 days of the date of the Government's written request or such longer period as may be agreed by the Government in writing. This Clause shall survive the termination of the Contract (howsoever occasioned) and shall continue to have full force and effect notwithstanding such termination.

43. Confidentiality

- (a) The contractor shall treat as confidential all information, figures, specifications, documents, contracts, materials and all other data (including without limitation any personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap 486) and materials of any nature (in or on whatever media)) accessible by the contractor or created and/or supplied by or on behalf of the contractor under this Contract or which the Government has for the purposes of or in the course of performing this Contract disclosed, supplied, made available or communicated to the contractor (and which the Government has designated as confidential) PROVIDED THAT this Clause shall not extend to any information which was rightfully in the possession of the contractor prior to the commencement of the negotiations leading to this Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of breach of this Clause).
- (b) Without prejudice to any other remedies that the Government may have under the Contract, the contractor shall indemnify the Government and keep the Government fully and effectively indemnified against all actions, costs (including without limitation the fees and disbursements of lawyers, agents and experts witnesses), claims, demands, expenses, loss, damage and liabilities whatsoever which the Government may suffer incur or sustain as a result of any breach of confidence (whether under this Contract or general law) by the contractor and/or by any of its employees, agents, associates, sub-contractors, consultants and any other persons engaged in any work in connection with this Contract.
- (c) The provisions of this Clause shall survive the termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

44. Materials Provided by Community Programmes Office

The contractor is liable to return all materials given by the Office for the execution of this Contract, if any, in good condition. These materials are under LCSD's legal possession.

45. Order of Precedence

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

- (a) Service Specifications;
- (b) Contract Schedule;
- (c) Special Conditions of Contract;
- (d) Terms of Quotation; and
- (e) General Conditions of Contract in form LCS 664.

46. Deletion

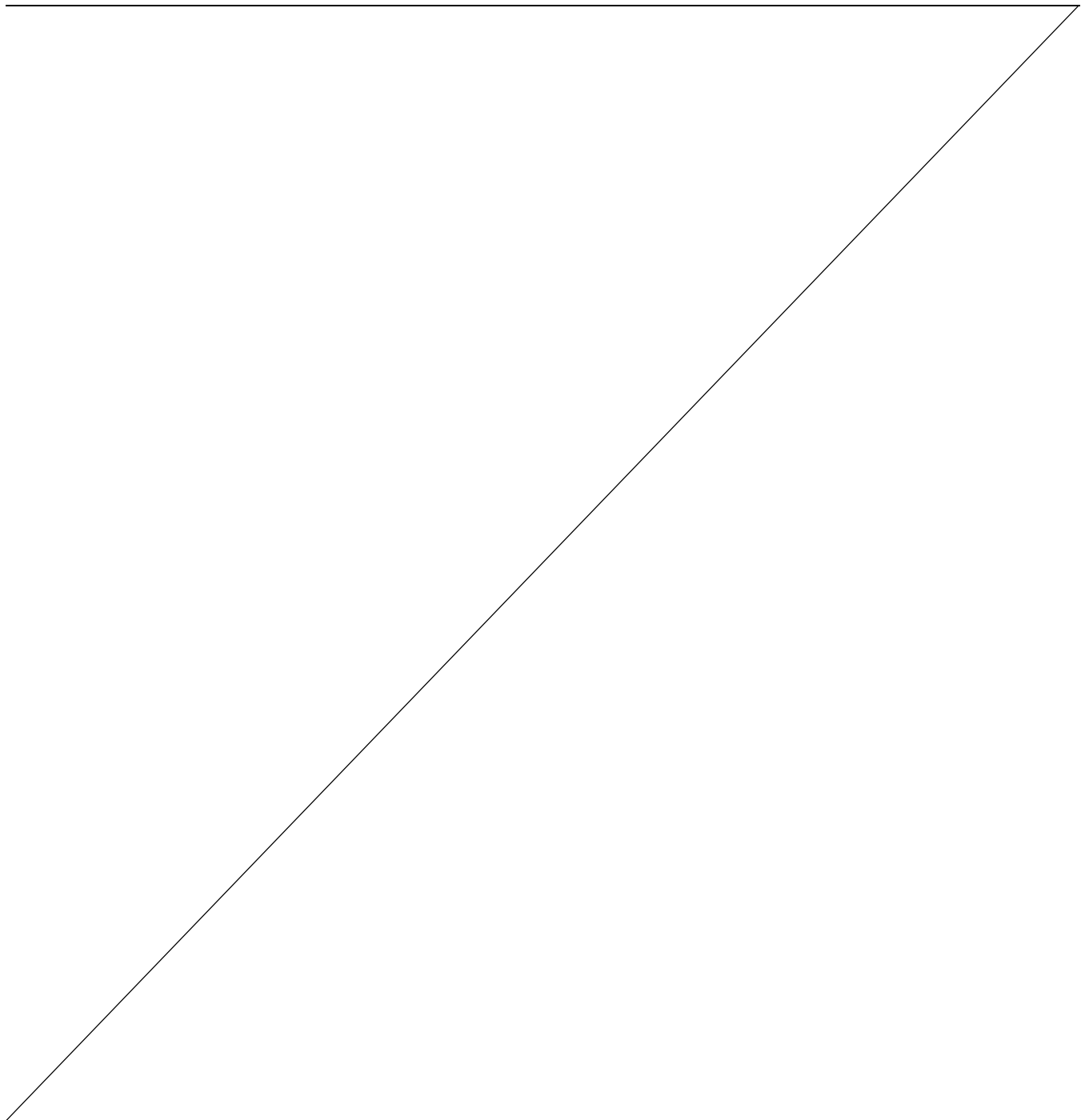
For the purpose of this Contract, the following clauses printed on the reverse side of the Quotation Form (LCS 664) have been deleted: -

General Conditions of Contract

Clause 7(e) "Contractor's Sub-contractors, Employees or Agents"

Clause 8 "Monies or Valuables Found by the Contractor's Employees"

Clause 18 "Public Liability Insurance"



## **PART V. Service Specifications**

**This quotation will be awarded on overall basis. A quotation with only partial offer will not be considered.**

### **1. Provision of Assessment Survey for Community Arts Scheme 2024-25**

#### **Services Required**

To develop a protocol of programme evaluation instruments to evaluate the effectiveness of the 18dART Community Arts Scheme as below:

- (a) Create a set of survey instruments including a real-time, web-based online survey data collection platform (i.e., questionnaires for programme participants to fill in) and an online survey results feedback system (i.e., a portal for both the contractor and the LCSD to view survey responses and generate reports).
- (b) Revise, if deemed necessary, the existing survey instruments, such as the content of questionnaires as shown in Annex I; and to continuously update the online survey data collection platform to ensure the survey template is available for use at all 18dART events.
- (c) Update and maintain an online survey results feedback system that allows the LCSD to generate statistical reports.
- (d) Conduct interviews with various stakeholders including event participants, arts groups and district partners to gauge in-depth feedback on 18dART. When requested, the contractor must send audio files to the LCSD for review and checking.
- (e) Compile in-depth analytical (qualitative) reports supported by statistics and feedback gathered from the stakeholders to highlight programme impact and room for improvement.

#### **Technical Requirements**

- (a) In consultation with the LCSD, the contractor should develop two survey protocols in order to evaluate the effectiveness of **performances** and **workshops** under 18dART respectively. The survey is expected to be completed within 5 minutes with not more than 40 questions, including both close-ended and open-ended questions.
- (b) To develop an online survey results feedback system which allows the LCSD to login and generate statistical reports with figures and pictograms. The reports can be generated according to customised selection of categories: e.g., Event (Performance or Workshop), Arts Group (Each of 18 districts), Time (Each month); and should be downloadable in Microsoft Office Word or PowerPoint format. (Sample in Annex II).



- (c) Paper questionnaires will be distributed at event venues so that respondents unfamiliar with mobile devices can complete the questionnaires too. The contractor must ensure that such survey responses can be entered manually offline through the online survey results feedback system.
- (d) The online survey data collection platform should be bilingual (Traditional Chinese, and English) and Internet users should be able to switch between Traditional Chinese and English on any page.
- (e) “Charset” code should be included in all pages of the online survey data collection platform such that advanced browsers will automatically choose the character type and save Internet users the trouble in selecting the “charset” from the menu bar of browsers. Unicode (ISO 10646/UTF-8) is adopted for both Traditional Chinese and English.
- (f) Responsive web design should be used for the online survey data collection platform to accommodate Mobile, Tablet and Desktop devices.
- (g) Cookies may be used to identify the user to improve the usability of the applications, including but not limited to, maintaining the language/pagination selected by the user. The patron should be able to disable the cookie function if they do not accept cookies from the online survey data collection platform.
- (h) Graphics (if any) should be optimised for fast loading without sacrificing their quality, and files be streamlined for faster download.

### **Overall Requirements**

- (a) Quantities given in the specifications are estimates and for reference only.
- (b) The contractor shall deploy its own computer equipment with all the necessary hardware and software while creating the survey results feedback system and data collection platform. The outcome, before launch, should be ready for acceptance test by the LCSD using commonly available web browser and mobile devices. The system/platform must be modified and revised to the LCSD’s satisfaction.
- (c) The contractor should work in close co-operation with the LCSD, including attending meetings or conference calls as required, and should meet such deadlines in respect of the services to be provided under the Contract. Any additional cost arising from the jobs redone or modified should be borne by the contractor.
- (d) A large number of programmes under 18dART are taking place throughout the year. The contractor must continuously update the online survey data collection platform to ensure the survey template is available for use at all events.
- (e) Technical support should be provided by the contractor throughout the contract period, including updating of system setting and urgent maintenance during system malfunction, the latter to be solved within two hours.

- (f) All the deliverables, including the survey data collection platform, the survey results feedback system and all the data collected during the contract period are the sole properties of the LCSD. Upon expiry of the current contract, the contractor must pass all the survey instruments to a third party for continuous usage, if the next contract is awarded to such third party.

**Web Browser and Mobiles Compatibility**

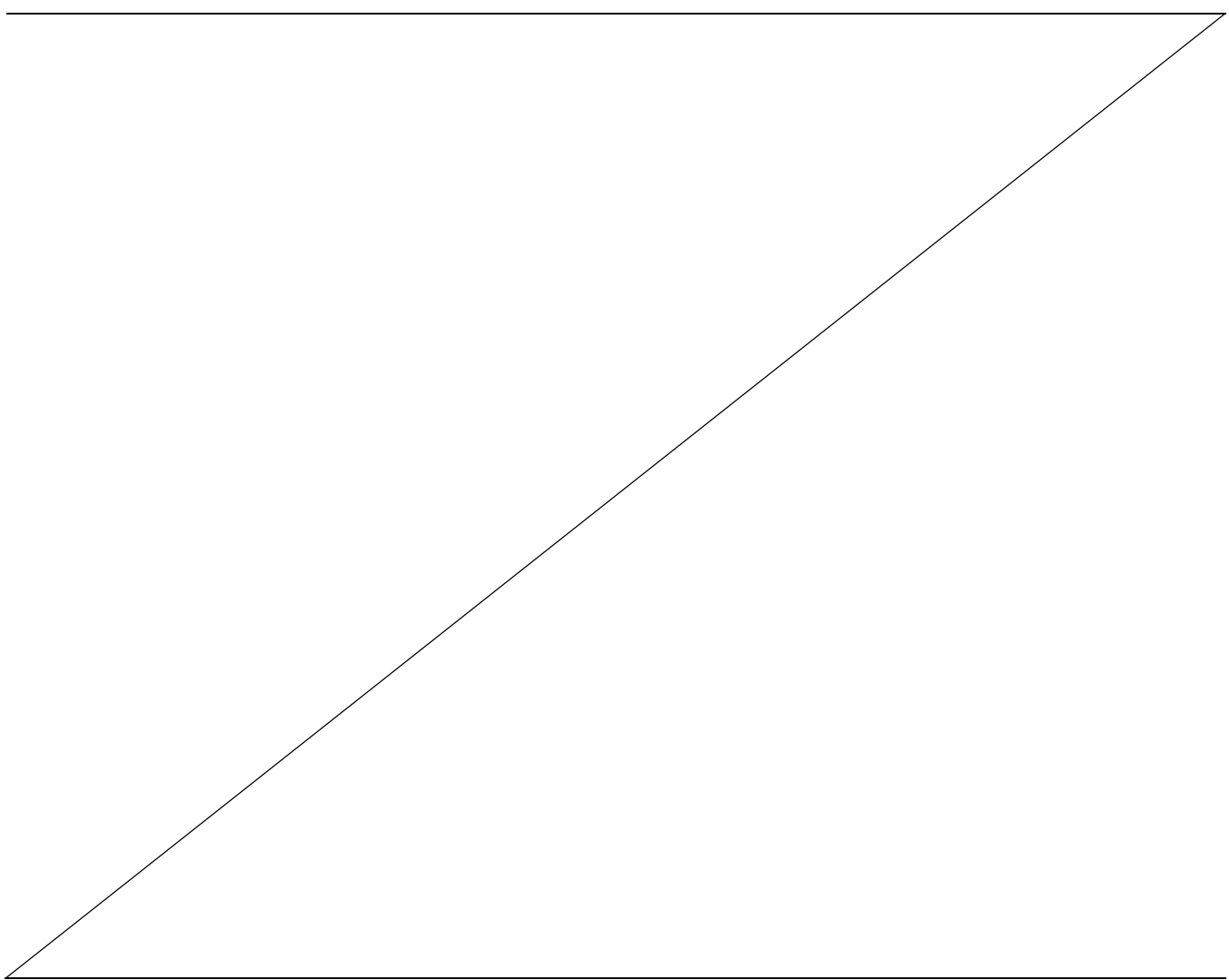
Web Browser on Microsoft Windows 7/8/10/11 or later and Apple macOS:

- \*Chrome (Version developed in 2017 or after)
- \*Firefox (Version developed in 2017 or after)
- \*Edge (Version developed in 2017 or after)
- #Safari 13 or later

or other operating systems available on the market

iPhone/iPad: iOS 13.3 or later, and the above-mentioned Browsers\*#

Android: Android 10.0 or later, and the above-mentioned Browsers\*



**PART VI. Essential Requirements****1. Capacity and Experience of Project Team**

The service provider is required to provide a summary of post-graduation full-time experience of project team members by role in the table format below, as well as a **curriculum vitae** for each member.

The project team must comprise **at least two (2) core members: one (1) Project Manager** who will be the central coordinator and take charge of the entire project, and **one (1) Research Executive** who will be responsible for data processing and other duties to make evaluation possible. The Project Manager or the Research Executive **must attend at least two (2) 18dART events per month**, subject to the actual event schedule, to ensure their evaluation in the reports can truly reflect the effectiveness of the Community Arts Scheme as a whole.

**The Project Manager and the Research Executive must be two (2) different persons.** The contractor should provide a detailed manpower plan, which includes the organisation structure of the proposed workforce, with names, positions, responsibilities and job description, qualifications and relevant experiences. Any additional manpower other than the project team which enhances the quality of the assessment study, e.g. technical staff, project assistants etc, can also be included in the manpower plan.

- (i) The *Project Manager*, who takes overall responsibility of the project, must be a full-time staff working at least 30 hours per week for the service provider. He or she must have sound knowledge in Hong Kong's performing arts industry, with at least three (3) years of experience in leading assessment surveys or research projects for arts or cultural organisations, supported by documentary proof. The Project Manager must possess a Master's Degree or above in Education, Statistics, Psychology, Sociology, Performing Arts or related subjects.
- (ii) The *Research Executive*, who must be a full-time staff working at least 30 hours per week for the service provider, must have at least one (1) year of relevant experience in conducting surveys/research projects, supported by documentary proof. Post-graduation qualification in Education, Statistics, Psychology, Sociology, Performing Arts or related subjects would be an advantage.
- (iii) The *Research Executive* or other project team members should possess system programming knowledge to make sure that all the technical issues regarding the development and maintenance of the online survey results feedback system and data collection platform can be carried out effectively throughout the contract period.

Remarks:

- (a) Any core members of the project team are not allowed to perform more than one (1) role at the same time.
- (b) The number of years of relevant experience shall be counted as at the Quotation Closing Date.

*(i) Post-graduation Full-time (FT) Experience of Project Manager*

Role	<b>Project Manager</b>
Name	
Experience in leading assessment surveys/research projects for arts or cultural organisations	Years of Experience

*(ii) Post-graduation Full-time (FT) Experience of Research Executive*

Role	<b>Research Executive</b>
Name	
Experience in survey/research projects	Years of Experience

---

 Company Name with Chop

---

 Date

## 2. Company/Business Organisation Status

**Statement of Compliance** (The service provider is requested to confirm whether their offers submitted comply with the required specification by completing the following statement.)

Our offers *\*do/\*do not* comply with the quotation specification.

*\*Delete whichever is inapplicable*

**Please provide the following documentary evidence: -**

- (a) **Business Registration Certificate** (the Certificate should bear a machine printed line to show that full registration fee has been affected); or **Certifying Letter for Charitable Institution** (under section 88 of the Inland Revenue Ordinance)
- (b) **A letter** certifying the person who signs this quotation is an authorised person to sign contracts/agreements on behalf of the company, etc.

**(Failure to provide the above documents may render the quotation invalid.)**

---

Authorised Signature

---

Name in Block Letters & Position

---

Tel. No.

---

Fax. No.

---

Company Name with Chop

---

Date

**PART VII. Contract Schedule****(Important: please also read Part VI before calculating the costs)**

Notes:

- i) Costs shall include related hardware, software and any other means as necessary for the assessment study, including but are not limited to the use of fonts and related programming elements for developing the online survey data collection platform and survey results feedback system, as well as data backup, technical file transfer/duplication and any other procedures as necessary.
- ii) All reports submitted shall be subject to the acceptance by the Senior Manager of the Community Programmes Office or other LCSD representatives appointed.

**Provision of Assessment Survey for Community Arts Scheme 2024-25**

<b>A. Migration</b>	<b>Amount (HK\$)</b>		
One-off migration of all data in the existing database to the new contractor's server, and thorough understanding of the technical operation of the existing system (within 1.5 months after the first work meeting between the LCSD and the contractor)	HK\$ _____ (One-off job)		
<b>B. System Setup &amp; Maintenance (e.g. FTP/OS system etc)</b>	<b>Estimated Job Qty. (x)</b>	<b>Unit Price (HK\$) (y)</b>	<b>Sub-total (HK\$) (z) = (x) × (y)</b>
(i) Create an online survey data collection platform to gather event participants' feedback, and an online survey results feedback system that allows the LCSD to generate reports by event, arts group or district (to be ready for use within 1.5 months after the first work meeting between the LCSD and the contractor)	1	HK\$ _____	HK\$ _____
(ii) Revise, if necessary, the content of the two sets of questionnaire for <b>workshop</b> and <b>performance</b> respectively (within 14 days after either LCSD or the contractor proposes the revision)	1	HK\$ _____	HK\$ _____
(iii) To continuously update the online survey data collection platform to ensure the survey template is available for use at all 18dART events, and to ensure the platform as well as the online survey results feedback system run smoothly throughout the contract period	3*	HK\$ _____	HK\$ _____

\*Payment for Item B (iii) to be processed once every 6 months; total contract duration is 18 months.

\_\_\_\_\_  
Company Name with Chop\_\_\_\_\_  
Date

<b>C. Interviews<sup>#</sup></b>	<b>Estimated Job Qty. (x)</b>	<b>Unit Price (HK\$) (y)</b>	<b>Sub-total (HK\$) (z) = (x) × (y)</b>
(i) Group interview with 18dART programme participants (i.e., during each 1-hour session, 1 interviewer to talk with 3 participants from the same arts group; LCSD or the arts groups to provide contacts of interviewees)	18 sessions	HK\$ _____	HK\$ _____
(ii) Interview with 18dART arts groups (i.e., each 1- hour interview to be conducted by 1 interviewer and 1 note-taker)	18 arts groups	HK\$ _____	HK\$ _____
(iii) Interview 18dART district partners (i.e., each 1- hour interview to be conducted by 1 interviewer and 1 note-taker)	10 NGOs	HK\$ _____	HK\$ _____

#Payment for Items C (i) to (iii) to be processed upon completion of the entire contract.

<b>D. Reports<sup>^</sup></b>	<b>Estimated Job Qty. (x)</b>	<b>Unit Price (HK\$) (y)</b>	<b>Sub-total (HK\$) (z) = (x) × (y)</b>
(i) Interim evaluation ( <b>qualitative</b> ) report, supported by statistics, for the 18dART Community Arts Scheme as a whole (to be submitted by mid-Oct 2024)	1	HK\$ _____	HK\$ _____
(ii) Final evaluation ( <b>qualitative</b> ) report, supported by statistics, for the 18dART Community Arts Scheme as a whole (to be submitted by 1 July 2025)	1	HK\$ _____	HK\$ _____

<sup>^</sup> Payment for Items D (i) to (ii) to be processed upon acceptance of the respective reports by the LCSD.

---

 Company Name with Chop

---

 Date

<b>E. Technical Changes to Online Survey Data Collection Platform &amp; Online Survey Results Feedback System [OPTIONAL]</b>	<b>Estimated Job Qty. (x)</b>	<b>Unit Price (HK\$) (y)</b>	<b>Sub-total (HK\$) (z) = (x) × (y)</b>
<i>(For example: data to be sorted by a new category, in addition to by event, by arts group and by district)</i>	<b>3</b>	HK\$_____	HK\$_____

<b>Grand Total Amount for the Provision of Assessment Survey for Community Arts Scheme 2024-25 (Items A-E)</b>	<b>HK\$_____</b>
--	------------------

## Remarks:

- All prices quoted in the quotation shall be in Hong Kong dollars. Service providers shall ensure that the prices quoted are accurate before submitting the offers.
- All quotations shall be considered on a complete “Overall” basis, and quotations with partial/incomplete offer shall **not** be considered further.
- Item E (optional item) shall also be counted as part of the Total Contract Value (i.e. Grand Total Amount for Items A to E). The conforming quotation offer with the lowest Total Contract Value shall be awarded the contract.
- The quantities specified above are estimates given for reference only, and are not being the figures to which the LCSD binds itself to adhere to. The actual requirement may vary depending on the actual need of the LCSD. The Contractor shall be prepared to accept any increase or decrease by twenty percent (20%) of the Total Contract Value, and shall allow a mixed drawing of Items A to E awarded.

---

 Authorised Signature

---

 Name in Block Letters & Position

---

 Tel. No.

---

 Fax. No.

---

 Company Name with Chop

---

 Date





E-survey



For Community  
Programmes Office  
Use Only

Event: \_\_\_\_\_  
\_\_\_\_\_

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

Time: \_\_\_\_\_

Venue: \_\_\_\_\_

**Performance Survey**

Please give the questionnaire back to the staff after completion, or email to cpacp01@lcsd.gov.hk. Thank you!

**I attended the performance because of ... (can choose more than one option)**

- Topic/Content     Artist/Art Group     Friend/Family's Recommendation     Teacher/School's Recommendation
- Promotional material     Others (please specify): \_\_\_\_\_

**About this performance ...**

	Agree	Partly agree	Partly disagree	Disagree	N/A
Quality is satisfactory	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facility & venue are satisfactory	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Duration of performance	<input type="radio"/> Somewhat short	<input type="radio"/> Adequate	<input type="radio"/> Somewhat long		

**How did you learn about this performance? (can choose more than one option)**

Facebook

Instagram

Friend/family/teacher/school

Webpage of the Community Programmes Office

Poster/leaflet

LCSD Monthly Event Calendar

Others (please specify): \_\_\_\_\_

**To what extent did this performance achieve these impacts?**

	Agree	Partly agree	Partly disagree	Disagree	N/A
Increase knowledge/interest about this art	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you feel good	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kill time; Enrich life	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Enhance artistic atmosphere in the community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you understand the community more	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Other suggestions about this performance?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



電子版問卷



# 18d ART

## 十八有藝

課程/工作坊意見

社區節目辦事處專用

節目: \_\_\_\_\_

日期: \_\_\_\_\_

時間: \_\_\_\_\_

地點: \_\_\_\_\_

填妥問卷後，請交回工作人員，或電郵至 (cpacpo1@lcsd.gov.hk)。謝謝!

參加這個課程/工作坊是因為…… (可選多項)

主題/內容    導師/藝團    朋友/親屬推介    老師/學校推介    宣傳資料    其他(請列明): \_\_\_\_\_

這個課程/工作坊……

	同意	頗同意	頗不同意	不同意	不適用
編排及形式合適	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
教材及內容豐富	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
藝術水平高	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
導師用心教學	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
內容能激發思考	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
帶來新的感官體驗	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
新穎有趣	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
設施、地點令人滿意	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
整體而言令人滿意	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

你從何得知這個課程/工作坊的資料?  
(可選多項)

- Facebook
- Instagram
- 親友/老師/學校
- 社區節目辦事處網頁
- 海報單張
- 康文署表演場地每月節目表
- 其他(請列明): \_\_\_\_\_

這個課程/工作坊能夠達到以下效果嗎?

	同意	頗同意	頗不同意	不同意	不適用
提高對這種藝術的認識	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
令你想參與藝術創作/表演	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
令你想觀賞藝術演出	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
令你想邀請他人一同參與藝術	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
激發想像力及創意	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
陶冶性情，培養內涵	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
令你心情愉快	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
為社區增添藝術氣息	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
令你更了解這個社區	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

每節課堂的時間

稍短    適中    稍長

課堂的次數 (如適用)

略少    適中    略多

內容的深淺程度

稍淺    適中    稍深

對這個課程/工作坊有其他意見嗎?

---



---



---



---



---



---



---



---

誠邀訂閱十八有藝 Facebook 及 IG 

Facebook



Instagram



你向親友推薦這個課程/工作坊的可能性有多大?

絕不可能  0     1     2     3     4    中立  5     6     7     8     9    極有可能  10

不包括這一次，在過去 12 個月內，不計網上或電視觀看，你觀賞過現場藝術活動(流行音樂會或街頭表演除外)多少次?

每月多於一次     約每月一次     約每季一次     約每年一次     每年少於一次

你喜歡的表演藝術種類 (可選多項)

戲劇     音樂     舞蹈     戲曲     跨媒體     電影

個人資料:

性別:  男     女

年齡:  06-15     16-25     26-35     36-45     46-59     60 歲或以上

職業:  在職人士     退休人士     照顧家庭     學生     其他(請列明): \_\_\_\_\_

學歷:  小學     中學     大專或大學     碩士或以上

~ 多謝你的寶貴意見 ~

《收集個人資料聲明》

1. 就著「十八有藝」社區演藝計劃的成效，康樂及文化事務署委託了香港中文大學進行研究。此表格內的個人資料將用作統計及研究用途，但統計數字或研究結果不會以識辨資料提供者或其中任何人身份的形式呈現；
2. 受訪者提供的個人資料可能會送交負責統籌是次研究的機構處理；
3. 本表格內的個人資料均由受訪者自願提供；
4. 受訪者有權要求查閱或更改本表格內的個人資料。如有需要，請致電 2591 1340 與康樂及文化事務署社區節目辦事處聯絡。

E-survey



**Course/Workshop Survey**

For Community  
Programmes Office  
Use Only

Event: \_\_\_\_\_

\_\_\_\_\_

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

Time: \_\_\_\_\_

Venue: \_\_\_\_\_

Please give the questionnaire back to the staff after completion, or email to cpacpo1@lcsd.gov.hk. Thank you!

**I participated in this course/workshop because of ... (can choose more than one option)**

- Topic/Content  
  Artist/Art group  
  Friend/Family's Recommendation  
  Teacher/School's Recommendation  
 Promotional material  
  Other (please specify): \_\_\_\_\_

**How much do you agree with the following descriptions about the course/workshop?**

	Agree	Partly agree	Partly disagree	Disagree	N/A
Designed and arranged in an appropriate format	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Substantive teaching materials	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
High artistic quality	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Teacher engaged in teaching	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Content inspiring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
A new sensory experience	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Novel and interesting	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facility & venue are satisfactory	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I am satisfied	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**To what extent did this course/workshop achieve these impacts?**

	Agree	Partly agree	Partly disagree	Disagree	N/A
Increase knowledge and interest about this art	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you want to participate in art creation/performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you want to watch art performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you want to invite others to participate in arts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Inspire imagination and creativity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cultivate temperament and inner strength	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make you feel good	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How did you learn about this course/workshop? (can choose more than one option)**

Facebook  
 Instagram  
 Friend/Family/Teacher/School  
 Webpage of the Community Programmes Office  
 Poster/Leaflet  
 LCSD Monthly Event Calendar  
 Others (please specify): \_\_\_\_\_

**Duration of each session**

Somewhat short  
  Adequate  
  Somewhat long

**Frequency of workshop (if applicable)**

Somewhat too few  
  Adequate  
  Somewhat too many

**Content difficulty**

Somewhat easy  
  Adequate  
  Somewhat difficult

**Please subscribe to 18dART 😊**

**Facebook**



**Instagram**



- Enhance artistic atmosphere in the community
- Make me understand the community more

Other suggestions about this course/workshop?

---



---



---



---



---

How likely will you recommend this course/workshop to friends, family, and colleagues?

- Not at all likely  0  1  2  3  4  5 Neutral  6  7  8  9  10 Very likely

Excluding this time, how many times in the past 12 months have you participated or attended performing arts events on-site (including different types of arts, but excluding pop concert and street performance)?

- More than once a month  About once a month  About once a quarter  About once a year  Less than once a year

Please select the performing art forms you like (can choose more than one option).

- Drama  Music  Dance  Xiqu  Multi-arts  Movie

Please fill in the following personal information.

Gender:  Male  Female

Age:  06-15  16-25  26-35  36-45  46-59  60 or above

Occupation:  Working  Retired  Homemaker  Student  Others (please specify): \_\_\_\_\_

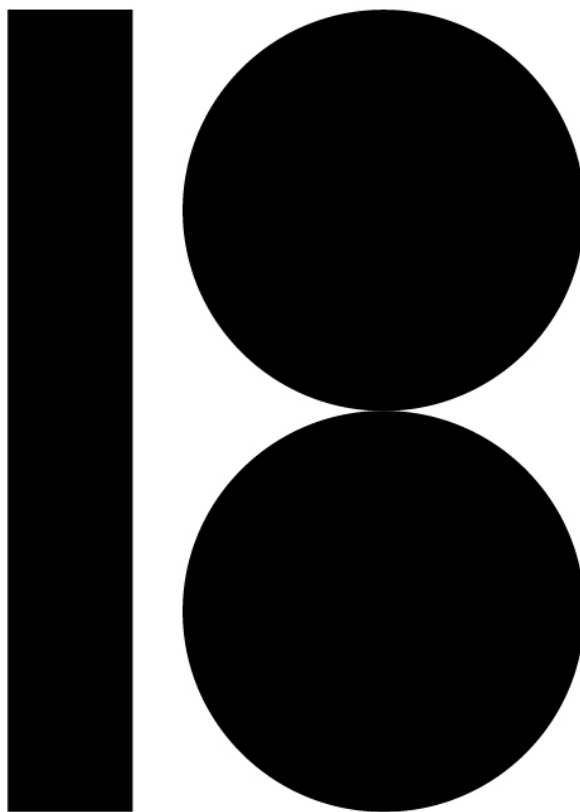
Education:  Primary school  Middle school  Diploma/Bachelor's degree  Master's degree or above

~ Thank you for your valuable opinion ~

**Personal Information Collection Statement**

- With regards to the effectiveness of the 18dART Community Arts Scheme, the Leisure and Cultural Services Department has engaged the Chinese University of Hong Kong for a survey. All personal information contained in this form will be used for statistical and research purpose, but all data or research findings will not be released in any way that may divulge the identity of the respondent;
- Personal information provided by the respondent may be passed to the Chinese University of Hong Kong for analysis;
- All personal information in this form is provided voluntarily by the respondent;
- The respondent has the right to request checking or revising the personal information in this form. If necessary, please call the Community Programmes Office, Leisure and Cultural Services Department at 2591 1340.

Annex II



# 十八有藝——社區演藝計劃

油尖旺區- 藝團名稱XXXXXXXXX



「十八有藝——社區演藝計劃」由康文署、十八區區議會及地區團體合辦，三方提供不同的資源並扮演相應的角色以支援此次推廣藝術的計劃。其中，計劃由不同的香港藝團於各區舉辦工作坊及表演兩種主軸活動，包含了不同類型的藝術，包括音樂劇、戲劇、舞蹈（街舞、當代舞）、音樂（創作、敦煌古樂、鼓樂、歌唱、口琴、牧童笛）、攝影和創意美術、粵劇及偶影、戲曲、跨領域藝術、說書、及文學；除了主軸活動，亦有社區文化藝術節目增加市民觀賞藝術的機會。

計劃以藝術達至三方面的目的：對參與者個人發展的效益、對香港藝術發展的效益、對社區連繫的效益。

一、對參與者而言，參與計劃活動能發掘並發展他們在藝術方面的潛能，同時亦能幫助他們的個人發展。計劃提供不同機會予香港市民接觸藝術，從而促進個人發展，如陶冶性情、加強創意。而在工作坊中亦需要與人合作，發展人際關係方面的技能，如團隊合作、學懂表達自己等。藝術能作為一種娛樂，令參與者放鬆身心。此外，藝術更是一種媒介讓參與者接觸到文化或時事議題，令參與者增長知識及進行反思。

二、於表演藝術在香港的發展而言，計劃能讓市民更了解不同的表演藝術種類及令表演藝術普及化。不同香港藝團為十八區提供各種藝術活動，而活動的受眾群十分廣，從兒童仍至長者都有為他們而設的工作坊及表演。只要是對表演藝術有興趣的，都能免費參與各項藝術活動。基於計劃的受眾群廣，故更多香港市民能接觸並了解藝術，達到藝術普及化的效果。此外，計劃並非只讓市民作為觀眾去接觸藝術，更提供工作坊引導他們成為創作者。而創作的題目以社區為主，緊扣計劃最後一個目的。

三、於社區而言，藝術能增加社區的活力，讓市民以另一個角度看自己身處其中的社區。社區是創作和表演的主題，令參加者有意識地留意社區。市民每一日都在自己的社區生活，卻未必嘗過好好觀察自己生活的地方。與社區相關的表演主題，如社區故事，會令市民在細味表演的同時，重新思索和觀察自己生活在怎樣的一個地方，從而增強市民與社區的連繫及歸屬感。

此次計劃其一獨特之處為採取實體與線上的混合模式。因應疫情的影響，由2022年1月起的實體課或表演未能如期舉行，有見及此，部分實體課及表演轉為網上舉行，對計劃的效益或有影響。

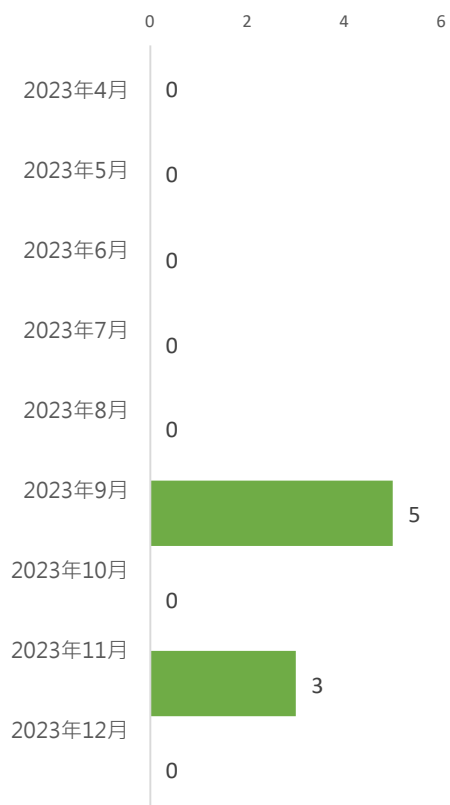
此報告旨在評測計劃能否達到以上目的。報告會分為四部分作出審視，分別是參與動機、活動成效、活動評價及推薦意圖。

- 於2023年9月至2023年11月期間，1個計劃共完成了2場工作坊和1場表演。問卷由參與者自願填寫，分別有實體和電子問卷，而收集到的有效問卷為8份。
- 女性回應者有75%，年齡組別以46-59歲為首（38%），其次是26-35歲（25%）。62%的回應者的學歷達大專或大學程度，其次為碩士或以上（38%）。75%的回應者為在職人士，其次是退休人士（12%）。50%回應者在十二個月內觀賞現場藝術的次數是約每年一次，佔第二多次數的是約每季一次（38%）。最多回應者喜歡的表演藝術種類是戲劇（88%），第二是音樂（75%）。
- 他們得知活動的主要途徑是從Facebook（50%），其次是Instagram（25%），第三是親友/老師/學校（12%）。
- 活動的成效可分為三大類別，包括個人發展、藝術發展、社區連繫。回應者認為活動的最大成效是提高對這種藝術的認識，有100%回應者同意。第二大的成效是令你想參與藝術創作/表演（100%）。第三大的成效是令你想觀賞藝術演出（100%）。
- 對於工作坊，62%回應者認為每節課堂進行時間適中，12%認為每節課堂進行時間過長，25%認為過短。而對於課堂的次數，50%回應者認為適中，0%認為稍多，50%認為稍少。至於課堂內容的深淺程度，62%認為適中，25%認為稍深，12%認為稍淺。
- 活動的整體滿意度由淨推薦值（Net Promotor Score）顯示。淨推薦值常用於客戶滿意度，能顯示參與者推薦活動的意慾。客戶滿意度的評分為0至10分，分數位於0-6間為批評者、7-8間為被動者、9-10間為推薦者。淨推薦值由-100%到100%，百分比越高越為佳。給予0至6分的\*批評者\*有25%。給予7至8分的\*被動者\*有38%。給予9至10分的\*推薦者\*有38%。淨推薦值為12%。

## 活動種類

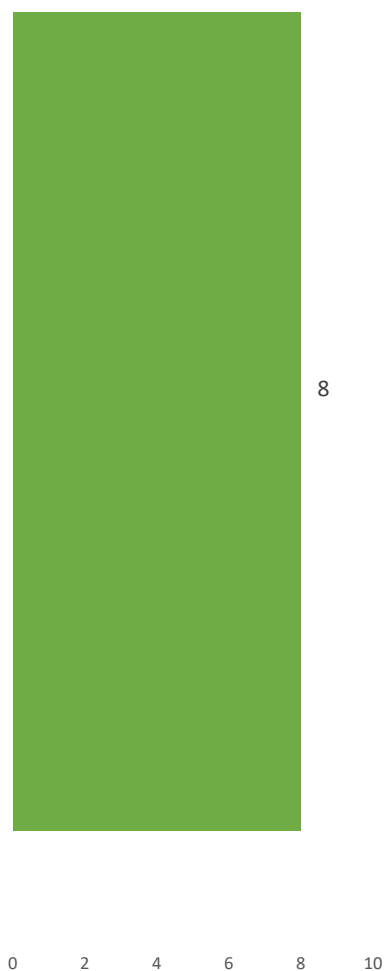


## 舉行時間

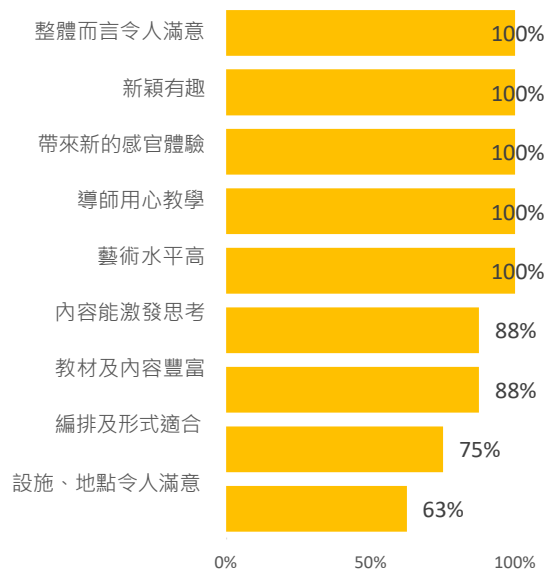


## 計劃

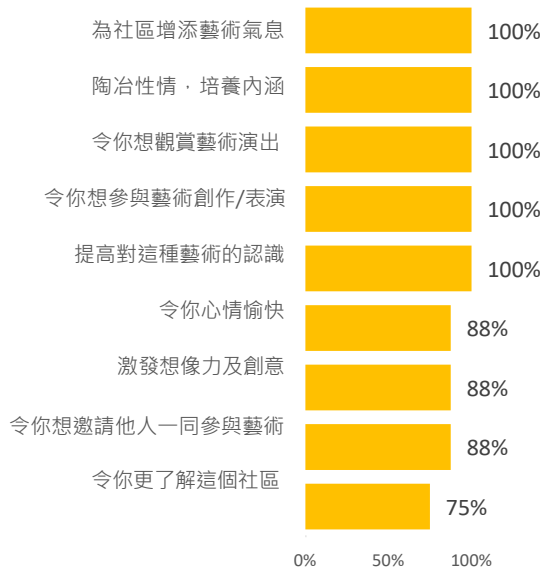
油尖旺區《\*油尖旺區的計劃名稱》



## 活動評價

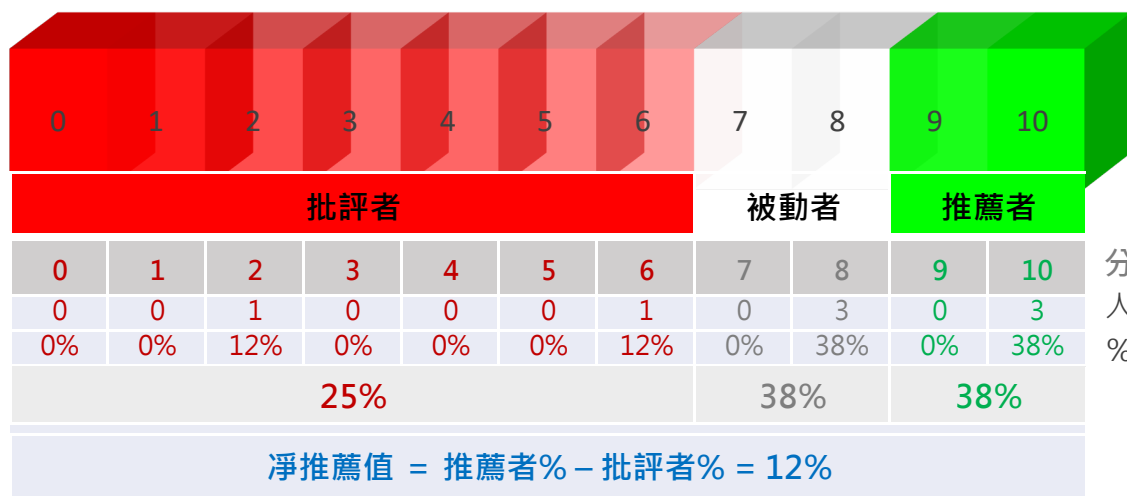


## 活動成效



## 淨推薦值

你向朋友或同事推薦這個活動的可能性有多大？  
 0=根本不可能      5=中立      10=極有可能



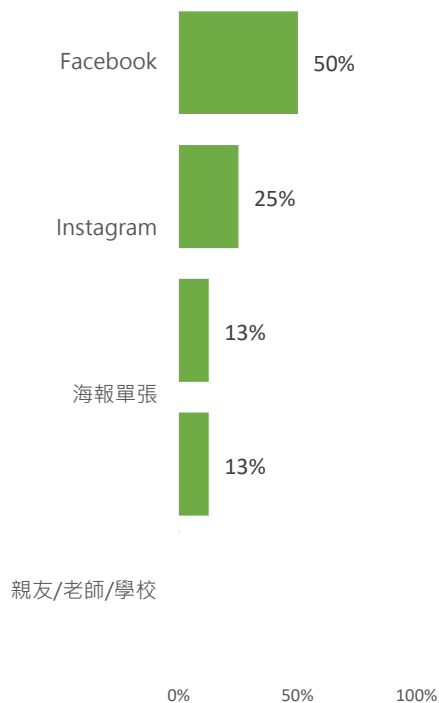
淨推薦值是等於推薦者所占的百分比減去批評者所占的百分比

推薦者（得分在9 - 10之間）：具有狂熱忠誠度，他們會繼續支持並推薦給其他人。

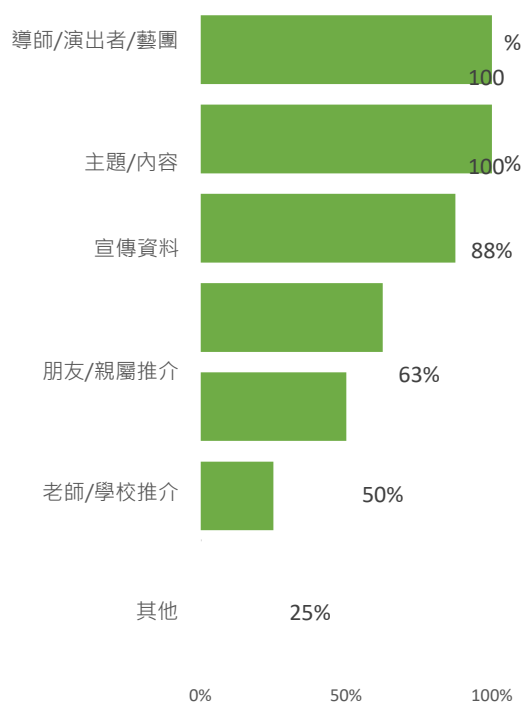
被動者（得分在7 - 8之間）：總體滿意但並不狂熱。

批評者（得分在0 - 6之間）：並不滿意或者對活動沒有忠誠度。

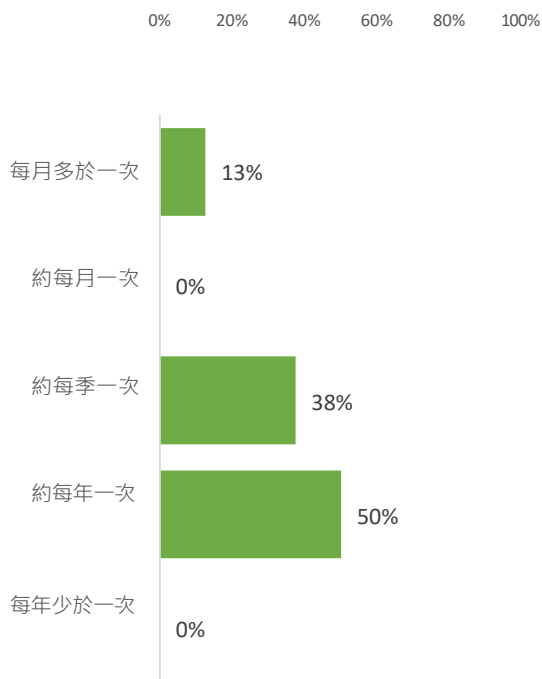
## 從何得知活動的資料



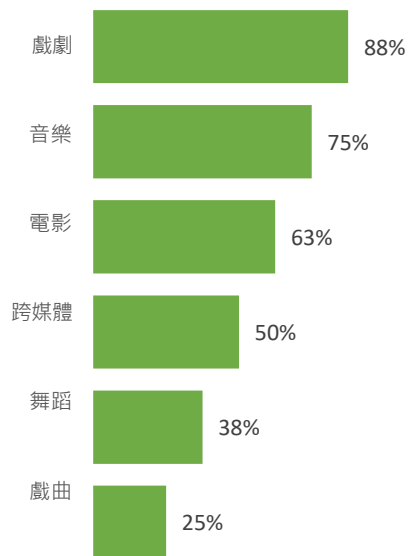
## 參加活動的原因

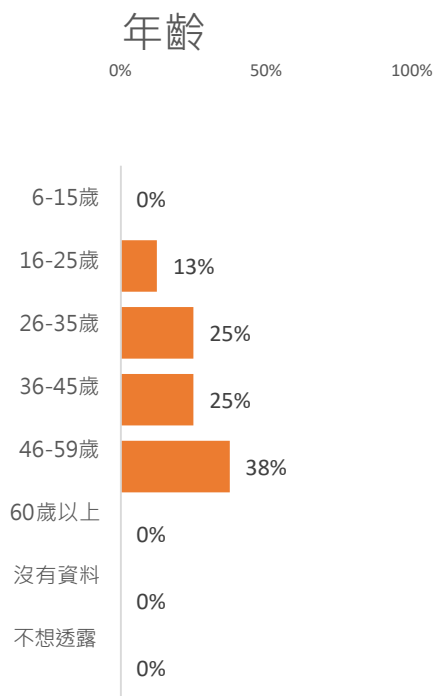
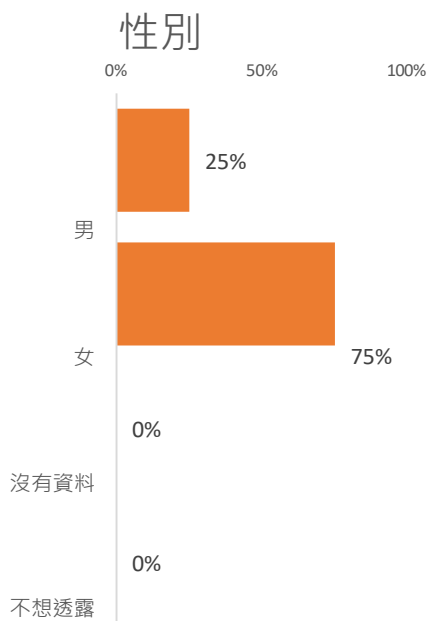
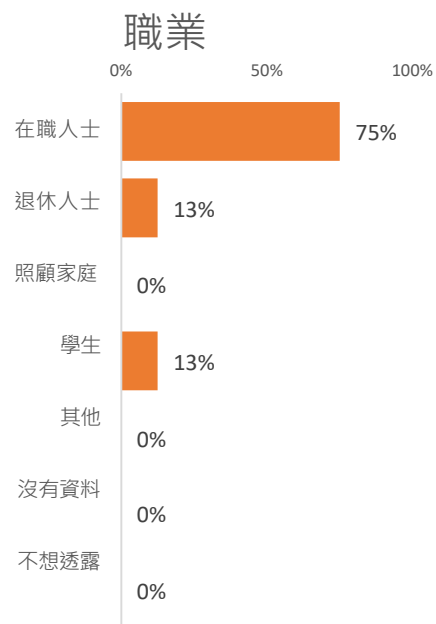
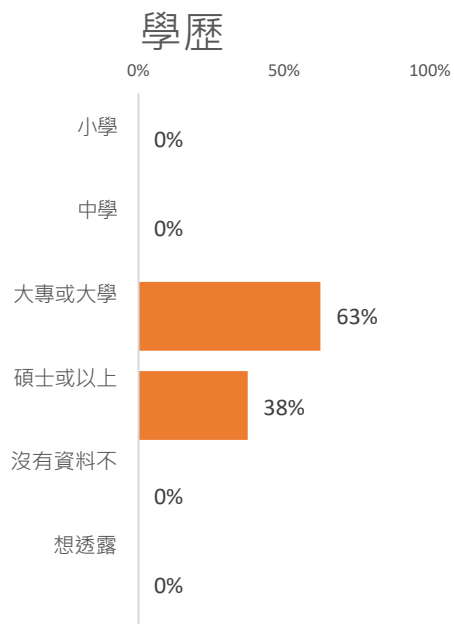


## 12個月內觀賞現場藝術次數

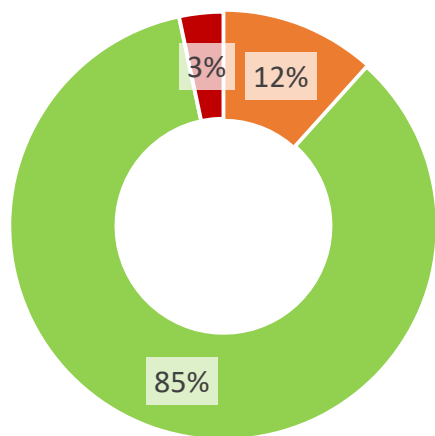


## 喜歡的表演藝術種類





### 演出進行的時間長短



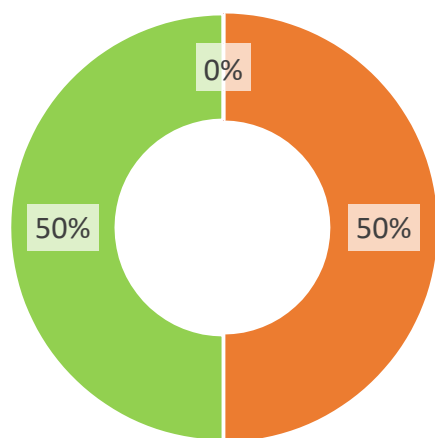
■ 稍短 ■ 適中 ■ 稍長

### 每節課堂進行的時間長短



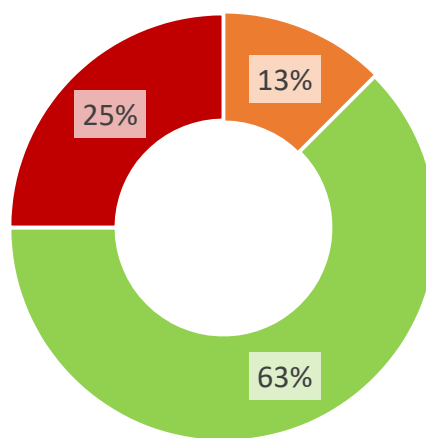
■ 稍短 ■ 適中 ■ 稍長

### 課堂的次數



■ 稍少 ■ 適中 ■ 稍多

### 內容的深淺程度



■ 稍淺 ■ 適中 ■ 稍深

*活動	地點	日期	活動 數目	問卷 人數
XXXXXXXX體驗工作坊	旺角區文娛康樂體育會林百欣中心8樓文化活動室	2023/09/06-10/28	1	5
油尖旺劇場《XXXXXXXX》	香港文化中心露天廣場A	2023/12/10-16	1	0
XXXXXXXX發展講座	香港太空館演講廳	2023/11/19-12/17	1	3

\*藝團活動名稱

十八有藝