

STUDY ON THE TRAINING NEEDS OF THE LOCAL WORKFORCE IN THE RAPIDLY CHANGING LABOUR MARKET

ASSIGNMENT BRIEF

PURPOSE

Employees Retraining Board (hereafter “ERB”) would like to appoint a well qualified research service provider to conduct the captioned study, which helps ERB explore the training needs of the local workforce in the rapidly changing labour market.

BACKGROUND

2. Same as many advanced economies, Hong Kong is facing the issue of ageing population. The overall labour force participation rate fell visibly from 59.3% in 2018 to 56.1% in 2022. Many sectors in Hong Kong are facing the problem of manpower shortage. In the meanwhile, the labour market in Hong Kong is also undergoing rapid changes brought about by technological development and economic changes. These changes might affect the task composition of jobs and the skills required in the labour market. To address these, the Hong Kong Government adopts a multi-pronged strategy, including promoting training and retraining, and providing appropriate employment and other support services, so as to encourage more people to join the workforce and enhance employees’ skills.

3. ERB is a statutory body established in 1992 under the Employees Retraining Ordinance. ERB co-ordinates, funds and monitors training courses and services that are market-driven and employment-oriented so as to meet the changing needs of the employment market. The service targets of ERB cover all eligible employees aged 15 or above with educational attainment at sub-degree level or below. Apart from full-time placement-tied training courses for the unemployed, ERB also offers part-time skills upgrading and generic skills training courses.

4. ERB plans to launch a research study (hereafter “Study”) to explore the training needs of the local workforce in the rapidly changing labour market. The aim is to acquire insights for the effective planning of ERB training courses and services.

RESEARCH OBJECTIVES

5. ERB intends to appoint a research service provider to conduct the Study, which helps:
- (a) explore the training needs of the workforce in the rapidly changing labour market;
 - (b) investigate the changing job requirements in the workplace, and the new or emerging skills sets required by employers of various industries;
 - (c) find out the shortfalls of the existing ERB training courses to meet with the rapid changes in labour market;
 - (d) solicit stakeholders' views on skills training; and
 - (e) provide resourceful insights for facilitating the long term planning on the development of ERB training courses and services.

SCOPE OF STUDY

6. The scope of the Study comprises the following 2 parts:
- (I) Quantitative study among public; and
 - (II) Qualitative study among stakeholders.

RESEARCH METHODOLOGY

7. **Part I: Quantitative Study among Public**

In order to have sufficient samples for sub-group analysis, this quantitative study is divided into 2 sections - Section A (main) and Section B (booster). The service provider is required to complete the fieldwork of Section A (main) before the commencement of Section B (booster).

- (a) Target respondents, data collection method and sample design

Part I – Section A (main)	
Target respondents	➤ Hong Kong residents aged 15-64 (excluding students and foreign domestic helpers)
Data collection method	➤ Telephone interviews

Part I – Section A (main)				
Sample design	<ul style="list-style-type: none"> ➤ Quota sampling by gender, age and education level will be employed. ➤ A total of N=1,000 quota-matched and successful interviews are to be conducted. Quota for each target group is listed as follows: 			
		Lower secondary or below	Upper secondary to sub-degree	Degree or above
	Male, aged 15-29	40		30
	Female, aged 15-29	30		40
	Male, aged 30-49	30	100	90
	Female, aged 30-49	40	110	90
	Male, aged 50-64	60	80	40
	Female, aged 50-64	90	100	30

Part I – Section B (booster)									
Target respondents	<ul style="list-style-type: none"> ➤ Hong Kong residents aged 15-64 (excluding students and foreign domestic helpers) ➤ There are 4 special target groups: 								
	<table border="1"> <tr> <td>Group 1</td> <td>Home-makers / Unpaid carers¹</td> </tr> <tr> <td>Group 2</td> <td>Persons aged 50-64 and retired not more than 5 years</td> </tr> <tr> <td>Group 3</td> <td>Freelancer</td> </tr> <tr> <td>Group 4</td> <td>Persons aged 15-29, not working and no intention to find job / further study in the next 1 year (excluding home-makers / unpaid carers)</td> </tr> </table>	Group 1	Home-makers / Unpaid carers ¹	Group 2	Persons aged 50-64 and retired not more than 5 years	Group 3	Freelancer	Group 4	Persons aged 15-29, not working and no intention to find job / further study in the next 1 year (excluding home-makers / unpaid carers)
	Group 1	Home-makers / Unpaid carers ¹							
	Group 2	Persons aged 50-64 and retired not more than 5 years							
	Group 3	Freelancer							
Group 4	Persons aged 15-29, not working and no intention to find job / further study in the next 1 year (excluding home-makers / unpaid carers)								
Data collection method	<ul style="list-style-type: none"> ➤ Telephone / Face-to-face interviews ➤ Respondents for booster samples can be found by recruitment 								

¹ Unpaid carers refer to persons who are engaged in unpaid care to family members or other persons (including persons with chronic diseases / disability and old / young persons).

Part I – Section B (booster)	
Sample design	<ul style="list-style-type: none"> ➤ The number of booster samples required for each special target group should be based on the data collection result of Section A (main). ➤ A total of N=50 successful interviews is required for each special target group. If enough samples (i.e. N=50) are collected via Section A (main), there is no need to conduct booster sample for that special target group in this Section.

(b) Questionnaire

Standard-structured questionnaire with most close-ended questions and some open-ended / semi-opened questions will be employed. The interviewing time for a successful interview should be around 10-15 minutes.

The service provider should propose the areas of investigation for this quantitative part in the Technical Proposal. Questionnaire covering the areas of investigation should be designed by the service provider and submitted to ERB for approval prior to the commencement of fieldwork.

8. **Part II: Qualitative Study among Stakeholders**

(a) Target respondents, data collection method and sample design

Part II							
Target respondents	<ul style="list-style-type: none"> ➤ There are 3 groups of target respondents: <table border="1" style="margin-left: 20px; width: 100%;"> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">Group 1</td> <td>Employers; Chambers of Commerce; Trade Unions; Professional Bodies; Social Welfare Organizations (serving youth / elderly / women / ethnic minorities); and ERB Training Bodies</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">Group 2</td> <td>Training / Educational Institutions (non ERB Training Bodies)</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;">Group 3</td> <td>Human Resources Company (providing online / offline recruitment services)</td> </tr> </tbody> </table> ➤ The target respondents are employers or senior management staff of the organizations / institutions / companies in Hong Kong, and are knowledgeable about the employment market and skills training in Hong Kong. 	Group 1	Employers; Chambers of Commerce; Trade Unions; Professional Bodies; Social Welfare Organizations (serving youth / elderly / women / ethnic minorities); and ERB Training Bodies	Group 2	Training / Educational Institutions (non ERB Training Bodies)	Group 3	Human Resources Company (providing online / offline recruitment services)
Group 1	Employers; Chambers of Commerce; Trade Unions; Professional Bodies; Social Welfare Organizations (serving youth / elderly / women / ethnic minorities); and ERB Training Bodies						
Group 2	Training / Educational Institutions (non ERB Training Bodies)						
Group 3	Human Resources Company (providing online / offline recruitment services)						

Part II							
Data collection method	<ul style="list-style-type: none"> ➤ Focus group discussion (around 2 hours per group and should be conducted in Cantonese by experienced moderator) ➤ In-depth interviews (around 1 hour per interview and should be conducted in Cantonese / English by experienced interviewer) 						
Sample design	<ul style="list-style-type: none"> ➤ A total of N=3 focus groups and N=56 in-depth interviews are to be conducted. Details are as follows: <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;">Group 1</td> <td style="padding: 5px;">N=3 focus groups (around 8 respondents per group) N=50 in-depth interviews</td> </tr> <tr> <td style="padding: 5px;">Group 2</td> <td style="padding: 5px;">N=4 in-depth interviews</td> </tr> <tr> <td style="padding: 5px;">Group 3</td> <td style="padding: 5px;">N=2 in-depth interviews</td> </tr> </tbody> </table> ➤ For <u>Group 1</u>, ERB will provide the contact list of target respondents for this group. The service provider is responsible for contacting the target respondents. ➤ For <u>Group 2 and Group 3</u>, the service provider is responsible for screening and recruiting the target respondents. Respondents from the same institution / company are not allowed. Screening questionnaire should be prepared by the service provider and to be sent to ERB upon the commission of the Study. The list of target respondents are subject to the approval of ERB. 	Group 1	N=3 focus groups (around 8 respondents per group) N=50 in-depth interviews	Group 2	N=4 in-depth interviews	Group 3	N=2 in-depth interviews
Group 1	N=3 focus groups (around 8 respondents per group) N=50 in-depth interviews						
Group 2	N=4 in-depth interviews						
Group 3	N=2 in-depth interviews						

(b) Discussion guide

The service provider should propose the areas of investigation for this qualitative part in the Technical Proposal. Discussion guides covering the areas of investigation should be designed by the service provider and submitted to ERB for approval prior to the commencement of fieldwork.

SERVICE REQUIREMENTS

9. The research service provider appointed (hereafter “Contractor”) is required to provide full service of conducting the Study including project management, questionnaire and discussion guide design, screening and recruitment of target respondents, fieldwork execution, incentive to all target respondents, data processing, quality control, data analysis and delivery of the required output. Outsourcing arrangement of any part of the service is not acceptable.

10. The mandatory requirements of the Study are set out below:

(a) Recruitment of target respondents

The Contractor is responsible for screening and recruiting the target respondents for Group 2 and Group 3 of the qualitative study. Screening questionnaires should be prepared by the Contractor and to be sent to ERB upon the commission of the Study. The list of target respondents are subject to the approval of ERB. Conscientious quality control and validation of respondent profile should be applied.

(b) Focus group facilities

The Contractor is responsible for providing a reasonably spacious room in her Hong Kong office with a setting of conference-room style or living-room style for conducting focus group. The room should be equipped with one-way mirror in one wall. Behind the mirror is the viewing room, which consists of chairs for the real-time observation by ERB staff. The viewing room should have the audio- and video-recording equipment to record the proceedings of the focus group discussion. The group discussion will be moderated by the staff of the Contractor. Real time observation of the focus group discussion by ERB staff must be arranged.

(c) Recruitment and training of interviewers

The Contractor is responsible for recruiting interviewers for the Study. Sufficient number of interviewers should be deployed for the Study so as to ensure that the fieldwork can be completed as scheduled. Besides, the Contractor should establish and implement measures to ensure interviewers are equipped with good interviewing technique and in good interviewing manners.

Training of interviewers is to be provided by the Contractor prior to the commencement of the Study. The Contractor should conduct briefing session(s) to interviewers prior to commencement of fieldwork in order to introduce the Study and go through the discussion guides / questionnaires in detail. ERB staff will attend the briefing and de-briefing sessions organised by the Contractor. All training manuals / briefing manuals / interviewer guides are to be developed by the Contractor.

(d) Pilot test

For the quantitative study, pilot test should be conducted with at least 5 role-playing interviews by each interviewer.

De-briefing session(s) should be conducted after the pilot test. The Contractor should inform ERB of the pilot test results (including interviewing performance of each interviewer) and make recommendations, if any, and necessary amendments as required to improve the operation and questionnaire design.

(e) Fieldwork execution

Computer-Assisted Telephone Interview (i.e. CATI) is to be used to collect the required data for the quantitative study.

Fieldwork should not be undertaken after ten o'clock at night throughout the entire contract period.

(f) Logistics and planning

Logistics and planning for conducting the focus groups and the fieldwork of the Study are the responsibilities of the Contractor. They include items such as printing, mailing / faxing of notification letters to the target respondents, incentive to all target respondents, if necessary, and setting up of a telephone enquiry hotline. All the associated costs including the costs of stationery, printing, postage, incentive, etc. should be borne by the Contractor.

(g) Recruitment and fieldwork progress reports

After commencing fieldwork, weekly recruitment and fieldwork progress reports including the contact results are to be prepared by the Contractor and submitted to ERB during the fieldwork period. The progress report should include, but not limited to, the number of successful and potential recruits, the number of successful interviews and other information as requested by ERB.

(h) Quality control measures

The Contractor should establish and implement quality control measures at various stages of the Study to ensure a satisfactory standard of performance throughout the duration of the Study. Such measures should include, but not limited to, the following:

- (i) Deploying / setting up an independent team to undertake quality control measures;
- (ii) Carrying out independent quality check of at least 15% of the cases completed by each interviewer for the quantitative study. For suspected interviewers, additional quantity of completed cases should be checked;
- (iii) Using real-time monitoring system with a bugging system for multi-audiences to

- listen to the interviews and screen showing the answers that interviewers punch in to the CATI system during interviews simultaneously to keep track of the conduct of interviews by fieldwork supervisors and / or quality control checkers; and
- (iv) Video-recording all focus groups and audio-recording all successful interviews (including quantitative and qualitative studies) for the purpose of quality checks.

ERB staff may conduct field visits to observe and listen to the conduct of interviews real-time. As for the completed cases, ERB may specify the interviews should be sample checked by the Contractor and request to extract particular audio-recorded cases for quality checking. The Contractor is expected to provide the particular audio-recorded cases in batches during the fieldwork period as requested by ERB.

- (i) Data processing

Editing, validation rules and coding manuals / code lists (for open-ended questions) are to be prepared by the Contractor.

Tabulation plan(s) detailing the statistical tables to be produced from the Study results is / are to be prepared by the Contractor. All tabulations should be provided to ERB before preparation of the written report.

- (j) Data analysis

The Contractor is responsible for the analysis of findings from the Study, including the compilation and presentation of findings as well as application of weighting for adjusting the sample proportion, statistical significance testing, and other techniques and analysis models being employed.

STUDY REPORT AND DATA FILE

11. The mandatory requirements of the reports and data files are set out below:

- (a) Full transcripts of focus groups and brief notes of in-depth interviews are to be prepared by the Contractor.
- (b) Written report is to be prepared by the Contractor

Report (including quantitative and qualitative studies) in Chinese with executive summary, detailed findings, conclusion and recommendations, supplemented by data files, data tabulations shall be produced taking into consideration the comments of ERB. Sub-group analysis should be included in the report. The report should also contain any

appendices, references and relevant working papers to support the findings, conclusion and recommendations.

- (c) Cleansed data files are to be prepared by the Contractor and submitted to ERB. The data files should be in the SPSS format with respondents' information, weighting factors, variable labels and values well-defined and in Microsoft Excel format with respondents' information, weighting factors, variable labels, values and code lists well-defined in separate documents.
- (d) A verbal presentation of the Study findings is to be made to ERB. The presentation is expected to last about 1 hour, supplemented with presentation slides as appropriate.

CONTRACTOR’S OFFICE, STAFFING AND PROJECT SCHEDULE

12. The mandatory requirements regarding the Contractor’s office, staffing and project schedule are set out below:

- (a) The Contractor shall not, without the written consent of ERB, assign or otherwise transfer this Study or any part thereof to any other party. The Contractor shall maintain an office in Hong Kong for conducting the Study (including fieldwork execution, focus group discussion and data processing) during the entire contract period, under the direction of the Project Manager who shall assume full responsibility for the Study.
- (b) The Project Manager should have at least 15 years of experience in conducting research projects. He / she should organise a project team comprising at least 2 Researchers, 1 Fieldwork Manager, 1 Data Processing Manager and sufficient number of fieldwork supervisors, interviewers and quality control checkers. No change in professional staff of the project team shall be made without written approval from ERB.
- (c) The Contractor is required to complete the Study by following the key milestones below:

Key Milestone	Time
Deadline of submission of proposals	3:00 p.m. on 5 September 2023
Fieldwork preparation & execution	October 2023 – February 2024
Submission of the following documents: <ul style="list-style-type: none"> ● Full transcripts of focus groups ● Brief notes of in-depth interviews ● Written report 	March 2024
Verbal presentation	To be confirmed

DELIVERABLES

13. Deliverables to be prepared by the Contractor and submitted to ERB include:
- (a) Questionnaire for the quantitative study (soft copy);
 - (b) Discussion guides and screening questionnaires for the qualitative study (soft copy);
 - (c) Weekly recruitment and fieldwork progress reports (including the contact results) (soft copy);
 - (d) Audio files of all in-depth interviews (in mp3 format);
 - (e) Audio- and video-tapes of the focus group discussion;
 - (f) Audio files of interviews of the quantitative study for quality checking (in mp3 format);
 - (g) Full transcripts of the focus group discussion (soft copy);
 - (h) Brief notes of the in-depth interviews (soft copy);
 - (i) Cleansed data files;
 - (j) Tabulation plans, cross-tabulations and charts (soft copy);
 - (k) Written report in Chinese (soft copy and 2 hard copies);
 - (l) Verbal presentation of the Study findings to ERB; and
 - (m) Presentation slides (soft copy).

CONTROL OF STUDY

14. ERB will closely monitor the tasks related to the Study. The Project Manager will have to liaise with ERB throughout the Study, report progress and meet with ERB staff as and when necessary.

SUBMISSION OF PROPOSALS

15. Interested research service provider (hereafter “bidder”) is required to submit their proposals in **TWO separate sealed envelopes** with the following information to ERB for consideration:

Envelope 1

Mark “Private & Confidential - Technical Proposal for Study on the Training Needs of the Local Workforce in the Rapidly Changing Labour Market [The bidder’s name]” and include:

- Completed and duly signed Appendix 1 – Service Proposal
- Completed and duly signed Appendix 3 – Consent to Disclosure
- Completed and duly signed Appendix 4 – Confirmation Letter for Compliance with Anti-Collusion Clauses in Tender
- Technical Proposal (3 hard copies, with the bidder’s own format)

Envelope 2

Mark “Private & Confidential - Fee Proposal for Study on the Training Needs of the Local Workforce in the Rapidly Changing Labour Market [The bidder’s name]” and include:

- Completed and duly signed Appendix 2 – Fee Proposal

16. **The project cost for the Study must be stated in the “Fee Proposal” ONLY. Failure to do so will result in disqualification from further evaluation.**

17. Service Proposal should reflect whether the bidder will comply with the mandatory requirements as set out in the Section of “Service Requirements”. **Technical proposals will be evaluated only when the bidder agrees to fulfil all the mandatory requirements when conducting the Study.**

18. The bidder should provide the elaboration with respect to the methodology and service requirements set out in this document. **In particular, consideration, suggestions and / or information of the following areas should be shown in the Technical Proposal:**

(a) Research Design / Methodology:

- Proposed areas of investigation to achieve the research objectives;
- Sample design with sample size of sub-groups of respondents, feasible sampling method, sample representation and response rate; and
- Background information relevant to the research topic.

(b) Research / Fieldwork Capability:

- Project setup and detailed project schedule for the whole research process;
- Manpower arrangement, such as total number of man shifts to be employed and ratio of fieldwork supervisors to interviewers per shift;
- Foreseen problems during fieldwork execution and provision of solutions;
- Proposed analysis model and / or technique to be applied for data processing and analysis;
- Quality control measures for fieldwork; and
- Quality control measures for data processing.

(c) Relevance of Past Study:

- Relevant experience on ERB projects, projects related to the research topic and social research in the past 5 years.

19. **The bidder has to provide information on all the areas in para. 18(a)-(c) above (mandatory information). Failure to do so will result in the Technical Proposal being disqualified from further evaluation.**

20. The cost quoted in the Fee Proposal should reflect, and inclusive of, all the costs and expenses incurred in relation to or as a result of delivering the services described in the Section of “Service Requirements”.

21. The Fee Proposal should also state the cost for each successful interview / focus group in each part of the Study. The notional total project cost should be equal to the sum product of the number of successful interviews / focus groups conducted in each part of the Study and the corresponding unit cost. The actual total project cost will therefore be the sum product of the respective unit cost stated in the Fee Proposal and the actual number of successful interviews / focus groups conducted in each part of the Study during the contract period (with a maximum of N=1,000 main samples, N=200 booster samples, N=3 focus groups, and N=56 in-depth interviews).

22. The lowest fee bid may not necessarily be accepted as the successful bid. ERB reserves the right to appoint more than one research service provider or not to appoint any research service provider to undertake the Study. ERB is not responsible for any costs incurred by the research service provider in the preparation of the proposals and the bidding process.

23. The bidder should submit the proposals in **TWO separate sealed envelopes** to Manager (Human Resources and Administration) of ERB, and deposit the proposals in the **Tender Box** of ERB during the office hours (from 9:00 a.m. to 6:00 p.m.), at 3/F to 6/F, 10 Siu Sai Wan Road, Chai Wan, Hong Kong.

24. **ERB will not be held responsible for any loss or delay of proposals submitted by post. Irrespective of the means of submission, the proposals should reach the prescribed location by 3:00 p.m. on 5 September 2023 (Tuesday). Late submissions will not be accepted.**

EVALUATION CRITERIA

25. ERB will first evaluate the Service Proposal of the bidders. Bidders with their Service Proposal complying with all mandatory requirements will be further evaluated by their Technical Proposal. For Technical Proposal having provided all the mandatory information as required in para. 18(a)-(c), it will be further evaluated and carries 40% of the weighting.

26. Fee Proposal will be evaluated and carries 60% of the weighting.

TERMS OF OFFER

27. The proposals will be vetted by the Executive Office of ERB. Price is not necessarily the only determining factor in the selection of research service provider for conducting the Study. ERB is not obliged to accept the lowest price bid, and it reserves the right to negotiate with the selected research service provider regarding the price and other terms and conditions of the offer.

28. ERB has the discretion to engage the selected research service provider to conduct either the whole or part(s) of the Study as it sees fit.

29. Payment will be made upon completion of the Study to the satisfaction of ERB, and upon invoice received. ERB shall pay the Contractor in the following manner:

Instalment	% of Project Fee	Condition of Payment
1 st instalment	20%	Upon commissioning of the Study and execution of the Service Agreement issued by ERB
2 nd instalment	30%	Upon completion of fieldwork execution (including the quantitative and qualitative studies)
3 rd instalment	Remaining balance of the project fee	Upon completion of the Study by the Contractor to the reasonable satisfaction of ERB and delivery of all deliverables up to the standard and requirements of ERB

30. Time is of the essence. The Contractor should engage and deploy sufficient manpower to conduct the Study. Low response rate is not an acceptable reason for delay. In case of delay, ERB may impose a fine on the Contractor at a rate of 2% of the total service fee for the Study for each day of delay.

31. ERB reserves the right to require the Contractor to take necessary follow-up actions until the deliverables are up to the standard acceptable to ERB. Performance of the service provider including, but not limited to, accessibility of project team, turnaround time for ERB's inquiry, accuracy of deliverables, etc. will affect the chance of the service provider being invited for tendering and quotation for ERB's surveys, studies and projects in future.

32. ERB shall have the right to disclose to any relevant person / party, whenever it considers necessary in the public interest, and in such form and manner as it deems fit, the fees payable by ERB for engaging the service provider. For this purpose, bidder is required to complete the “Consent to Disclosure” form attached at Appendix 3 and enclose it in the Technical Proposal.

ANTI-COLLUSION

33. The bidder shall not communicate to any person other than ERB the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the bidder is notified by ERB of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the bidder shall, without affecting the bidder’s liability for such breach of rules and laws or non-compliance, invalidate his tender.

34. Sub-clause (para. 33) of this Clause shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.

35. **The bidder is required to submit to ERB a duly signed letter in the form set out in Appendix 4 to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorised to sign the contract on the bidder's behalf.**

CONDITIONS OF CONTRACT

36. **"Conditions of Contract" for the Study are stipulated at Appendix 5. The Contractor who is awarded the Study will be bound by the prescribed contract conditions. Bidders are advised to observe the respective conditions before submitting their proposals. Proposals not following the prescribed contract conditions would not be considered.**

ENQUIRIES

37. For enquiries regarding this document, please contact the Research & Development Section of ERB at rd@erb.org.

Employees Retraining Board
August 2023

SERVICE PROPOSAL

(To be completed by Bidder)

STUDY ON THE TRAINING NEEDS OF THE LOCAL WORKFORCE IN THE RAPIDLY CHANGING LABOUR MARKET**SERVICE REQUIREMENT**

The Contractor is required to provide full service of conducting the Study including project management, questionnaire and discussion guide design, screening and recruitment of target respondents, fieldwork execution, incentive to all target respondents, data processing, quality control, data analysis and delivery of the required output. Outsourcing arrangement of any part of the service is not acceptable.

Please indicate (by putting “✓”) whether you will conduct the Study according to the requirements set out in the Assignment Brief:

Mandatory Requirement	Reference*	Yes	No
● Questionnaire and discussion guide design	7(b), 8(b)		
● Recruitment of target respondents	10(a)		
● Focus group facilities	10(b)		
● Recruitment and training of interviewers	10(c)		
● Pilot test	10(d)		
● Fieldwork execution - CATI system	10(e)		
● Fieldwork execution - Should not be undertaken after 10:00 p.m.	10(e)		
● Logistics and planning	10(f)		
● Recruitment and Fieldwork progress reports (weekly)	10(g)		
● Quality control measures - Independent quality control team	10(h)		
● Quality control measures - At least 15% of the cases completed by each interviewer for the quantitative study should be checked	10(h)		
● Quality control measures - Real-time monitoring with a bugging system for multi-audiences to listen to the conduct of interviews simultaneously	10(h)		
● Quality control measures - Real-time monitoring system to show the answers that interviewers punch in to the CATI system during interviews	10(h)		
● Quality control measures - Video-recording all focus groups and audio-recording all successful interviews	10(h)		
● Data processing	10(i)		
● Data analysis	10(j)		

* Please refer to the corresponding paragraphs in the Assignment Brief for the details of mandatory requirements.

Appendix 1

Mandatory Requirement	Reference*	Yes	No
Study Report and Data File			
● Full transcripts of focus groups and brief notes of in-depth interviews	11(a)		
● Written report in Chinese	11(b)		
● Data files in SPSS format	11(c)		
● Data files in Microsoft Excel format	11(c)		
● Verbal presentation	11(d)		
Office, Staffing, Project Schedule and Deliverables			
● Office in Hong Kong (including fieldwork execution, focus group discussion and data processing)	12(a)		
● Project Manager x 1 - At least 15 years of experience in conducting research projects	12(b)		
● Researchers x 2	12(b)		
● Fieldwork Manager x 1	12(b)		
● Data Processing Manager x 1	12(b)		
● Key milestones	12(c)		
● Deliverables	13(a)-(m)		

* Please refer to the corresponding paragraphs in the Assignment Brief for the details of mandatory requirements

Consultant / Company / Organisation:

Name of Consultant /
Company / Organisation : _____

Name and Signature of
Authorised Person : _____
[Name in BLOCK LETTERS and, where applicable, company chop]

Date : _____

Contact Person of the Consultant / Company / Organisation:

Name : _____

Title : _____

Email Address : _____

Telephone No. : _____

Fax No. : _____

Address : _____

FEE PROPOSAL

(To be completed by Bidder)

**STUDY ON THE TRAINING NEEDS OF THE LOCAL WORKFORCE IN THE
RAPIDLY CHANGING LABOUR MARKET**Name of Consultant /
Company / Organisation : _____Name and Signature of
Authorised Person : _____
[Name in BLOCK LETTERS and, where applicable, company chop]

Date : _____

Please quote the fee for conducting the Study according to the requirements set out in the Assignment Brief.

Scope of the Study	Maximum Sample Size	Unit Cost (HK\$)	Maximum Project Cost (HK\$)
Quantitative Study among Public (<u>main</u>) <i>(telephone interview)</i>	1,000		
Quantitative Study among Public (<u>booster - Group 1</u>) <i>(telephone / face-to-face interview)</i>	50		
Quantitative Study among Public (<u>booster - Group 2</u>) <i>(telephone / face-to-face interview)</i>	50		
Quantitative Study among Public (<u>booster - Group 3</u>) <i>(telephone / face-to-face interview)</i>	50		
Quantitative Study among Public (<u>booster - Group 4</u>) <i>(telephone / face-to-face interview)</i>	50		
Qualitative Study among Stakeholders (<u>Group 1</u>) <i>(focus group discussion)</i>	3		
Qualitative Study among Stakeholders (<u>Group 1</u>) <i>(in-depth interview)</i>	50		
Qualitative Study among Stakeholders (<u>Group 2 & 3</u>) <i>(in-depth interview)</i>	6		
TOTAL			

Appendix 2

Remarks:

The actual total project cost will be the sum product of the respective unit cost stated above and the actual number of successful interviews / focus groups conducted in each part of the Study during the contract period (with a maximum of N=1,000 main samples, N=200 booster samples, N=3 focus groups, and N=56 in-depth interviews).

CONSENT TO DISCLOSURE

To: The Employees Retraining Board

**STUDY ON THE TRAINING NEEDS OF THE LOCAL WORKFORCE IN THE
RAPIDLY CHANGING LABOUR MARKET**

We, _____, hereby
[Name of the Bidder in BLOCK LETTERS]

irrevocably authorise, consent and agree that if the Employees Retraining Board (hereafter “ERB”) agrees to engage us to carry out the captioned Study, the ERB may, whenever it considers necessary in the public interest, and without any further reference to us, disclose to any relevant person in such form and manner as the ERB deems fit the fees payable by the ERB for engaging us.

We hereby waive and forego our right, if any, to make any claims against the ERB for any loss, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the ERB.

Dated this _____ day of _____ 2023

* SEALED with the Common Seal of _____)

[Name of the Bidder in BLOCK LETTERS]

*affix common
seal of the
Bidder*

and _____)

SIGNED by _____)

[Name(s) of the signator(ies)],

the director(s) of the Bidder in the presence of:- _____)

Signature of Witness: _____

Name of Witness: _____

* To be adopted if the Bidder is a limited company.

To: The Employees Retraining Board

Dear Sir/Madam,

**STUDY ON THE TRAINING NEEDS OF THE LOCAL WORKFORCE IN THE
RAPIDLY CHANGING LABOUR MARKET**

**CONFIRMATION LETTER FOR COMPLIANCE WITH
ANTI-COLLUSION CLAUSES IN TENDER**

We, _____ of
[Name of the Bidder in BLOCK LETTERS]¹

[Address of the Bidder]¹

_____ refer to our tender for the above Contract.

We confirm that before we sign this confirmation letter, we have been explained on and fully understood the anti-collusion clauses in the tender.

We confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter we had not communicated to any person other than the Employees Retraining Board (hereafter “ERB”) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not we or that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process for the above Contract until the bidder is notified by the ERB of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter we will not communicate to any person other than the ERB the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not we or that other person should tender or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression “Excepted Communications” means our communications in strict confidence with our own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

[Signed for and on behalf of the Bidder]²

- 1. Where the bidder comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.*
- 2. Where the bidder comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.*

CONDITIONS OF CONTRACT

WORKS / SERVICES TO BE PROVIDED

The Contractor agrees to organise and deliver the works and services for the Study in the form of deliverables (“Deliverables”) set out in the “Technical Proposal”, in accordance with the ERB’s instruction and up to the ERB’s standard and requirement as set out in the Technical Proposal in consideration of the service fee to be paid by the ERB to the Contractor as stipulated herein.

TIME IS OF THE ESSENCE

Time is of the essence. The Contractor shall inform the ERB of any foreseeable delay with explanation for such delay. After consultation with the ERB, the Contractor shall revise the time schedule for the completion of the Study and seek the ERB’s approval. Any delay without the ERB’s approval will constitute material breach of the Contractor’s duty entitling the ERB to terminate the Service Agreement forthwith upon giving written notice to the Contractor.

PROJECT FEE AND COST

Unless otherwise agreed by the ERB, the project fee of quoted in the Fee Proposal shall be the total consideration payable by the ERB to the Contractor for the works and services to be delivered by the Contractor pursuant to the terms and conditions of the Service Agreement issued by the ERB.

If the Contractor fails to complete the sample size by the timeline set out in the Technical Proposal, the Contractor shall pay or allow to the ERB a liquidated and ascertained damages at the rate of 2% of the total service fee for the Study per day and the ERB may deduct the same from any monies due or to become due to the Contractor under the Service Agreement or the ERB may recover the same from the Contractor as debt.

STANDARD OF WORKS / SERVICES PROVIDED BY THE CONTRACTOR

The Contractor shall:

- (a) exercise all reasonable professional skill, care and diligence in the performance of the works / services as stipulated in the Technical Proposal.
- (b) comply promptly and diligently with all reasonable instructions from the ERB.
- (c) ensure that all deliverables (including raw data) under the Service Agreement shall meet the

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formatting and other requirements of the ERB. The ERB shall provide the necessary information to the Contractor in relation to its designated requirement and system and software configuration in the manner as stipulated in the Technical Proposal.

- (d) follow the financial policies and procedures of the ERB.
- (e) report to the ERB any errors, omissions and shortcomings of whatsoever nature of which the Contractor become aware of in the performance of the works / services and rectify the same in respect of any work done or information supplied by or on behalf of the ERB.
- (f) re-execute any defective works / services due to the default or negligence of the Contractor at no additional cost to the ERB.
- (g) indemnify the ERB against all claims, damages, losses or expenses arising out of or resulting from any default or negligence in or about the conduct of performance by the Contractor, its servants, agents, employees or contractors under the Service Agreement provided that the singular or cumulative indemnities of which shall be limited to the project fee and cost payable by the ERB for the works / services under the Service Agreement. Without prejudice to the ERB's other rights and remedies, the ERB shall have the right to withhold any outstanding payment to the Contractor to compensate for any losses or costs or expenses incurred due to the default or negligence of the Contractor.
- (h) ensure that all the Deliverables are accurate, reliable and precise free of any errors. The ERB shall have the right to terminate the Service Agreement forthwith upon giving written notice to the Contractor if the ERB is in its sole and absolute opinion considers that all or a significant part of the Deliverables are not accurate, reliable and precise.

INTELLECTUAL PROPERTY RIGHT

All deliverables and all improvements, specifications, source code, programming, raw data and other documentation that are conceived, designed, practised, prepared, acquired or developed by the Contractor either alone or together with others in the performance of its obligations, or provided by the ERB or its agents or advisers to the Contractor (collectively "Products of the Services") are and shall be the sole and exclusive properties of the ERB.

The Contractor undertakes that all Products of the Services conceived, designed, practiced, prepared, acquired or developed by the Contractor either alone or together with others in the performance of its obligations under the Service Agreement are original and proprietary free from any third party claims or encumbrances.

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All intellectual property rights associated with the Products of the Services shall vest in the ERB immediately upon their creation. The Contractor undertakes to execute all such documents and take all such steps as may from time to time be necessary or required by the ERB to secure to the ERB the said rights free from any third party claims or encumbrances.

Upon the request of the ERB or termination of the Service Agreement, the Contractor shall deliver all the Products of the Services in its possession, custody or control to the ERB.

Where the Contractor is allowed to use such Products of the Services with the agreement of the ERB, the Contractor shall only use such Products of the Services strictly for the purpose of its provision of works / services under the Service Agreement.

All designs, programme plans, methodology, database, systems software, photographs, drawings, prints, samples, patterns, dies, moulds or other tooling supplied by the ERB or prepared or obtained by the Contractor for and at the sole cost of the ERB shall be and remain the sole and exclusive property of the ERB. The Contractor shall not acquire by implication or otherwise any license in or any right or title to any such items and / or materials. The Contractor shall maintain all such items and materials in good order and condition and shall return them to the ERB in good order and condition upon termination of the Service Agreement or as and when requested by the ERB. The Contractor shall not use such items / materials nor shall it authorise or knowingly permit them to be used by anyone else for or in connection with any purpose other than the provision of works / services under the Service Agreement.

TERMINATION OF AGREEMENT

The ERB shall have the right to terminate the Service Agreement at any time by giving to the Contractor fourteen (14) days' prior written notice. In addition, the ERB shall have the right to terminate the Service Agreement at any time if the ERB is of the opinion that the engagement of the Contractor will be prejudicial to the image or goodwill of the ERB or the engagement of the Contractor will likely bring the ERB into disrepute.

The ERB shall pay the Contractor for any works / services which have been completed up to the standard and requirements of the ERB as at the effective date of termination of the Service Agreement. If the any instalment of project fee which has been received by the Contractor exceeds the estimated amount of work-in-progress of the Study as assessed by the ERB, the Contractor shall return the excess amount to the ERB within seven (7) days of termination.

Without prejudice to its other remedies, either party shall have the right to terminate the Service Agreement immediately by giving written notice to the other party if the other party is in material breach of the Service Agreement and fails to remedy such breach within seven (7) days after

receiving notice to do so.

If the Contractor is in breach and the ERB terminates the Service Agreement as above, the Contractor shall refund the fee and cost of works / services it fails to deliver in accordance with the Service Agreement.

If the ERB is in breach and the Contractor terminates the Service Agreement as above, the Contractor shall be entitled to retain the deposit of the project fee or other expenses received by the Contractor as at the date of termination.

Termination of the Service Agreement for whatever reason shall not affect the accrued rights of the parties arising out of the Service Agreement up to the date of termination including but without limitation, the right to recover damages against the other and all provisions which are expressed to survive the Service Agreement shall remain in full force and effect.

CONFIDENTIALITY

The Contractor shall at all times keep the Products of the Services and other confidential and proprietary information of the ERB confidential and shall not disclose the same without the prior written consent from the ERB.

PUBLICITY

No publicity or any attempted publicity of the Study or service by the Contractor shall be made, unless prior written consent is obtained from the ERB.

INSURANCE

The Contractor shall maintain proper and adequate insurance covering its employees, agents or contractors involved in the Study, including researchers and respondents.

DECLARATION OF INTEREST

On appointment and during the continuance of the Service Agreement, the Contractor must declare any interest if it is considered to be in real or apparent conflict with the works / services provided by the Contractor under the Service Agreement. The Contractor or its associated companies shall not undertake any works or services, which could give rise to a conflict of interest, except with the prior written approval of the ERB.

In any event, the Contractor or its associated companies shall not undertake any works or services for

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a contractor in respect of a contract between that contractor and the ERB for which the Contractor is providing service to the ERB.

PROHIBITION OF SOLICITING AND ACCEPTING ADVANTAGES

The Contractor represents and warrants that the Contractor has not received any monies (or other advantage of value) from or given any monies (or other advantage of value) to the ERB or its agents or contractors and their respective directors, employees or officers in connection with the Study. The Contractor acknowledges and agrees that any breach of the above will entitle the ERB to rescind or terminate the Service Agreement and / or delist the Contractor from the suppliers' list of the ERB without prejudice to any other remedies available to the ERB.

ENTIRE AGREEMENT

The Service Agreement (including the Service Proposal, the Technical Proposal and the Fee Proposal) constitutes the whole agreement between the ERB and the Contractor in respect of the Study. All prior agreements, correspondence and expression of intent are hereby excluded and superseded by the Service Agreement.

The Contractor acknowledges that the ERB is entering into the Service Agreement in reliance upon the representations made by the Contractor in the Service Proposal, the Technical Proposal and the Fee Proposal.

GOVERNING LAW

The Service Agreement shall be subject to and construed according to the laws of the Hong Kong Special Administrative Region and the parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

WAIVER

The failure of a party to insist upon strict adherence to any term of the Service Agreement on one or more occasion shall not be considered a waiver of that party's rights to future performance of such term, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Service Agreement. Any waiver given shall be in writing.

ASSIGNMENT

The Contractor may not assign or subcontract the Service Agreement whether in whole or in part to any third party without the prior written consent of the ERB as the unique expertise of the Contractor

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is material to the Service Agreement. The Service Agreement may be assigned in whole or in part by the ERB without prior written consent of the Contractor.

SUBCONTRACTING

In the event that the Contractor subcontracts its obligations hereunder in the performance of the Service Agreement with the prior written consent from the ERB, the Contractor shall remain responsible for the performance of all subcontractors.

NO JOINT VENTURE OR PARTNERSHIP

Nothing in the Service Agreement shall create a joint venture or partnership between parties hereto. Neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or otherwise bind or oblige the other party hereto.

PRIOR OBLIGATION

The expiration or termination of the Service Agreement shall not relieve either of the parties of their prior respective obligations or impair or prejudice their respective rights against the other.

TAX

The Contractor shall be responsible for paying all taxes that the Contractor is required by law to pay as a result of any transaction or payments under the Study.

- End -