



電話 TEL: 27464137

圖文傳真 FAX NO: 27851267

本署檔案 OUR REF: TRN-D04461

來函檔案 YOUR REF:

27 Oct 2021

DEPARTMENT OF CHINESE, TRANSLATION AND LINGUISTICS, CITY UNIVERSITY OF HONG KONG  
B7704, 7/F, BLUE ZONE,  
ACADEMIC BUILDING,  
83 TAT CHEE AVENUE, KOWLOON

Attn: DEAR SIR/MADAM  
Fax: 34420359

Dear Sir/ Madam,

Invitation to Quotation

Quotation Ref.: TRN-D04461

Provision of Half-day Workshop on Building Alertness to Issues of Public Interest  
for Officers of the Leisure and Cultural Services Department (LCSD) of the  
Government of the Hong Kong Special Administrative Region

I would like to inform you that the above quotation has been issued on 27 Oct 2021 with closing date on 08 Nov 2021. 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 NG Wing-man(AM(TS)1) at 27464137.

Yours faithfully,

(CHAN Woon-wai, Woonie\*)  
for Director of Leisure and Cultural Services

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

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

THE SERVICE-PROVIDER MUST TYPE IN HIS NAME AND ADDRESS IN THIS BOX  
**DEPARTMENT OF CHINESE, TRANSLATION AND LINGUISTICS, CITY UNIVERSITY OF HONG KONG (ATTN: DEAR SIR/MADAM)**  
**B7704, 7/F, BLUE ZONE, ACADEMIC BUILDING, 83 TAT CHEE AVENUE, KOWLOON**  
  
**TEL: 34428705**  
**FAX: 34420359**

**TERMS OF QUOTATION**

- 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.
- This form together with the Schedule duly completed and signed must be submitted to the Leisure and Cultural Services Department (address: Training Section Main Office 3/F, Lai Chi Kok Government Offices, 19 Lai Wan road, Lai Chi Kok, Kowloon) on or before 08 November 2021 11:00 am. 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.
- This Department will not be responsible for any mislaid submissions or those submitted by methods other than as indicated above.
- 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.
- 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.
- Service-providers are requested to state the rate/cost/amount offered for the provision of services in the space provided in the Schedule hereunder.
- 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.
- 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.
- 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: NG Wing-man at Tel. 27464137

TRN-D04461

Quotation Closing Date:  
**On or before**  
**08 November 2021 11:00 am**

Requisition No.:

Requisitioning Department Ref.:

如需中文解釋, 請撥電與本署聯絡

**SCHEDULE** Quotation Subject: **Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services De**

Item No.	Description of Services	Quantity	Unit	Rate (HK\$)	Amount (HK\$)
1	Workshop on Building Alertness (0.5 day)	4	workshop		
2	Workshop on Building Alertness (0.5 day) optional workshops	8	workshop		
				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:  
 3/F, Lai Chi Kok Government Offices, 19 Lai Wan road, Lai Chi Kok, Kowloon

LCS664 (Rev. 1/2016)

Schedule for carrying out the services:

Special Remarks:

**OFFER TO BE BOUND**

To Director of Leisure and Cultural Services

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 of Quotation and the General Conditions of Contract shown overleaf. 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;
'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 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 whatsoever.
  - 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 to, 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 usefully 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 fulfill 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 (Cap. 485) 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 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 a 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 places shall 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 any Services, the Contractor shall take immediate and necessary action to rectify such notified 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 21 working days of the date upon which they were executed.

## 10. 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 and also 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.

## 11. 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.

## 12. 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.

## 13. 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 of 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.
- 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.
- 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.
- 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

- 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 willful 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.
- 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

- The 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 the 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.
- 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.

- 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.
  - 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.
- Policy of Insurance and Compensation**
    - 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 the 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.
    - 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.
    - In the event 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

- 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) 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.
- 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.
- 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.
- 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 hereafter to the Government.

## 20. Corrupt Gifts

- 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) 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.
- The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of this Contract.

## 21. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contractor 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.

## 22. 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.

## 23. Arbitration

- 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 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) 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.
- 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.

## 24. 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.

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.

## 26. 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 (Cap. 623).

## SPECIAL CONDITIONS OF CONTRACT

**LEISURE AND CULTURAL SERVICES DEPARTMENT****Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region**

## INTERPRETATION

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

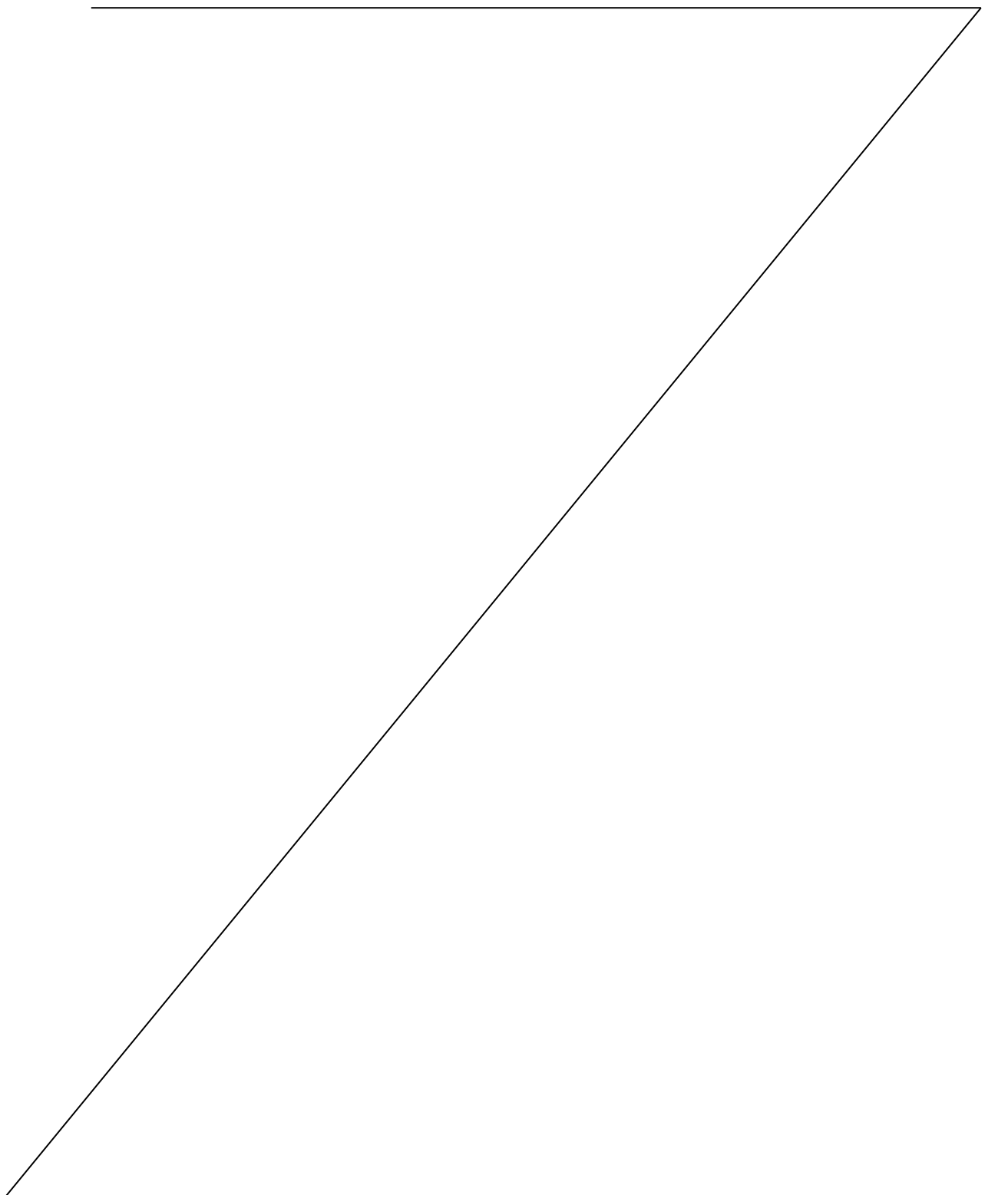
“Contract”	means the contract made between the Contractor in accordance with the Quotation Form and the Government for the provision of the Services on the terms set out in the Terms of Quotation, Terms of Quotation (Supplement), the Special Conditions of Contract, and the Service Specifications;
“Contractor”	means the firm or company whose proposal, offer and quotation have been accepted by the Government and where the Contractor is an individual or a partnership, the expression shall include the personal representatives or assignees of that individual or of the partners, as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Government;
“Contractor’s Employee”	means any one or more employee or employees, as the case may be, of the Contractor who is/are deployed by the Contractor to perform the Services under the Contract;
“Government”	means the Government of Hong Kong;
“Government Representative”	means the Director of Leisure and Cultural Services acting for and on behalf of the Government and any other officer nominated by the Director of Leisure and Cultural Services from time to time for the purpose of this Contract;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Month”	means a calendar month;
“Person”	means any individual, corporation, partnership and firm;

“Quotation Closing Date”	means the latest date and Time by which quotations must be lodged, which is specified in the top right-hand corner of the Quotation Form (LCS 664) and which may be extended in accordance with clause 4.4 of the Terms of Quotation (Supplement);
“Quotation Documents”	means the documents as specified in clause 1 of the Terms of Quotation (Supplement);
“Quotation Validity Period”	means the period of time described in clause 8 of the Terms of Quotation (Supplement) during which a quotation shall remain open;
“Services”	means all the works, services and things specified in the Service Specifications and includes the supplementary and related services to be performed, executed, supplied or done by the Contractor under this Contract;
“Service Period”	means the period as specified in clause 1 of the Special Conditions of Contract;
“Service Provider”	means the firm or the organization, other than any form of joint venture, referred to in the “Offer to be Bound” section of the Quotation Form (LCS 664);
“Service Specifications”	means the specifications which set out the service requirements of the Government, a copy of which is attached to the Quotation Documents, and which include any update and revision agreed with the Contractor; and
“Time”	all references to time refer to Hong Kong time, i.e. GMT + 8.

2. In these Quotation Documents (including the Contract), unless the context otherwise requires, the following rules of interpretation shall apply –
- (a) words importing one gender include the other;
  - (b) the singular includes the plural and vice versa;
  - (c) working days shall not include General Holiday;
  - (d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;

- (e) the heading to individual clauses and provisions of the Quotation Documents is for ease of reference only and shall not affect the interpretation or construction of the Quotation Documents (including the Contract); and
- (f) the Service Specifications shall form part of the Contract.

-----End of this part-----



**LEISURE AND CULTURAL SERVICES DEPARTMENT**

**Provision of Half-day Workshop on Building Alertness to Issues of Public Interest  
for Officers of the Leisure and Cultural Services Department (LCSD) of  
the Government of the Hong Kong Special Administrative Region**

**TERMS OF QUOTATION (SUPPLEMENT)**

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**LEISURE AND CULTURAL SERVICES DEPARTMENT****Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region****TERMS OF QUOTATION (SUPPLEMENT)**

ALL SERVICE PROVIDERS ARE ADVISED TO READ THE QUOTATION DOCUMENTS CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY QUOTATION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED WITHIN THE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY NOT BE CONSIDERED FURTHER.

**1. Quotation Documents**

1.1 These Quotation Documents identified as Quotation Ref. TRN-D04457 consist of –

- (a) Quotation Form (LCS 664) “Invitation to submit Quotation for **Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region**” including the Terms of Quotation, the Schedule and the Offer to be Bound;
- (b) Interpretation (Sheets 1 to 3);
- (c) Terms of Quotation (Supplement) (Sheets 4 to 14);
- (d) Annex (Sheet 15);
- (e) Special Conditions of Contract (Sheets 16 to 25); and
- (f) Service Specifications (Sheets 26 to 29).

1.2 The Interpretation as provided for in Sheets 1 to 3 shall apply to the whole set of the Quotation Documents unless the context otherwise requires.

**2. Invitation to Quotation**

Quotations are invited for Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region as more particularly described in the Service Specifications and on such terms and conditions as set out in the Terms of Quotation, Terms of Quotation (Supplement) and the Special Conditions of Contract.

**3. Quotation Preparation**

3.1 All quotations must be completed in English, and in ink or typescript.

3.2 A Service Provider is required to complete the following in the Quotation Documents –



(a)	Bottom right-hand corner of the Quotation Form (LCS 664)	-	“Offer to be Bound” Section
(b)	Top left-hand corner of the Quotation Form (LCS 664)	-	Name and address of the Service Provider
(c)	Annex of the Terms of Quotation (Supplement) (Sheet 15)	-	Working Background and Status of the Service Provider

- 3.3 When completing the quotation, any alteration in figures or words should be effected by striking through the incorrect figures or words and inserting the correct figures or words above the original figures or words. All such amendments should be initialed by the Service Provider in ink.
- 3.4 The “Offer to be Bound” section in the Quotation Form (LCS 664) shall be duly signed by the Service Provider (in the case of a sole proprietorship) or a partner of the Service Provider (in the case of a partnership) or an authorized person or persons for and on behalf of the Service Provider (in the case of a company) and should be stamped with a company chop (in the case of a company).
- 3.5 When completing the “Offer to be Bound” section in the Quotation Form (LCS 664), a Service Provider shall ensure that the name of the Service Provider is the same as the name shown in the Certificate of Incorporation or the Certificate of Change of Name (if any) or equivalent document or its trading name as shown in the Business Registration Certificate or other valid business documents issued by a governmental or competent authority.
4. Quotation Submission
- 4.1 Quotations with all necessary information which is necessary for quotation evaluation should be submitted in **TRIPLICATE** in accordance with the manner stipulated in clauses 1 and 2 of Terms of Quotation of the Quotation Form (LCS 664).
- 4.2 A Service Provider should note that **its quotation will not be considered further if by the Quotation Closing Date and Time the Service Provider fails to –**
- (a) submit the quotation in accordance with the manner stipulated in clauses 1 and 2 of the Terms of Quotation on the Quotation Form (LCS 664);
  - (b) submit a duly signed Offer to be Bound, the bottom right-hand corner of the Quotation Form (LCS 664);
  - (c) submit the Working Background and Status in **Annex** (Sheet 15); and
  - (d) submit information as required in clauses 8 and 9 of the Service Specifications (Sheet 27 and 28) as follows –
    - (i) Curriculum Vitae (C.V.), qualifications and relevant experiences of the trainer(s) (see requirements in clause 9 of Sheet 28); and
    - (ii) a detailed programme content cum rundown for the retreats, specifying the topics covered and learning points, and setting out the objectives and learning outcomes of the workshops (see requirements in clause 2 of Sheets 26 and 27);
- 4.3 Failure to comply with the requirements specified in **clause 4.2** will render the quotation **invalid**.

- 4.4 In case a black rainstorm warning signal is in force or Tropical Cyclone Warning Signal No. 8 or above is in effect for any duration between 7.00 a.m. (Time) and 9.00 a.m. (Time) on the Quotation Closing Date, the quotation closing time will be deferred to 11.00 a.m. (Time) on the next weekday (i.e. except Saturday and General Holiday) after the black rainstorm warning signal or Tropical Cyclone Warning Signal No. 8 or above is cancelled.
- 4.5 A Service Provider must ensure that there is no discrepancy between the original and the copies of the documents submitted to the Government. Should there be any discrepancy, the quotation may not be considered further.
- 4.6 **The Government will not be responsible for any mislaid submission. Incomplete quotations or quotations submitted in a form or manner other than that described in the preceding sub-clauses of this clause will result in the quotation not being considered further.**
5. Warranty
- 5.1 By submitting a quotation, the Service Provider represents and warrants that in relation to this quotation for Provision of Workshop on Building a Collaborative, Trustful, Motivated and Solution-oriented Team for the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region, it has not –
- (a) communicated and will not communicate to any Person other than the Government the amount of any quotation price;
  - (b) fixed and will not fix the amount of any quotation price by arrangement with any Person;
  - (c) made or will not make any arrangement with any Person as to whether it or that other Person will or will not submit a quotation; and
  - (d) otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the quotation process.
- 5.2 In the event that the Service Provider is in breach of any of the representations and/or warranties in clause 5.1 hereof, the Government shall be entitled to, without compensation to any Person or liability on the part of the Government –
- (a) reject the quotation;
  - (b) if the Government has accepted the quotation, withdraw its acceptance of the quotation; and
  - (c) if the Government has entered into the contract with the Service Provider, terminate the Contract.
- 5.3 The Service Provider shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in clause 5.1 hereof.
- 5.4 Any breach of any of the representations and/or warranties in clause 5.1 hereof by the Service Provider may prejudice the Service Provider's future standing as a Government contractor.

5.5 Clause 5.1 hereof shall have no application to the Service Provider's communication in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the quotation price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of the quotation submission.

5.6 The rights of the Government under clauses 5.2 to 5.4 hereof are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

6. Basis of Acceptance

6.1 A Service Provider should note that its offer will be considered on an "overall" basis. **A quotation with only partial offer will result in the quotation not being considered further.**

6.2 The Government is not bound to accept the lowest or any quotation. The Government reserves the right to accept all or any part of any quotation at any time within the Quotation Validity Period.

6.3 Without prejudice to and in addition to the provisions of these terms and conditions, the Government will award the Contract to the Service Provider who meets the following criteria –

- (a) the Government is of the opinion that the Service Provider is fully capable of undertaking the Contract; and
- (b) the Government considers that, in terms of the evaluation criteria specified in the Quotation Documents, the quotation is or appears to be the most advantageous one to the Government.

7. Prices Quoted

7.1 A Service Provider shall ensure that the prices quoted are accurate before submitting its quotation. Under no circumstances shall the Government be obliged to accept any request for price adjustment on grounds that a mistake has been made in the prices quoted.

7.2 All prices quoted in the quotation shall be in Hong Kong Dollars and, if accepted by the Government, shall remain valid and binding for the Service Period.

7.3 Unless otherwise specified and agreed, payment will be made direct to the successful Service Provider's bank account upon receipt of invoice as stated in the Quotation Form (LCS 664).

7.4 Without prejudice to the generality of the terms and conditions of these quotation grounds, the Government may require a Service Provider, who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such Service Provider is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government not to consider the quotation further without having the need to give any reason(s) for not considering the quotation.

8. Quotation to Remain Open

8.1 Quotations shall remain open for acceptance by the Government not less than 90 days after the Quotation Closing Date (“Quotation Validity Period”). **Without prejudice to other rights and claims of the Government, where a Service Provider rejects this Quotation Validity Period or counter-proposes a shorter validity period, its quotation will not be considered further.**

8.2 If a Service Provider withdraws its offer before the expiry of the Quotation Validity Period, without prejudice to other rights and claims of the Government, due notice will be taken of the Service Provider’s action which may prejudice its future standing as a Government contractor.

9. Negotiation

The Government reserves the right to negotiate with any or all Service Providers about the terms of the Service Provider’s quotation and the terms and conditions of the Contract.

10. Award of Contract

10.1 The recommended Service Provider will receive a facsimile or letter of acceptance. Upon receipt of such facsimile or letter, a binding Contract would be deemed to have been duly constituted between the Government and the successful Service Provider.

10.2 Any Service Provider who does not receive any notification of the acceptance of its quotation within the Quotation Validity Period of its offer may deem its offer as unsuccessful.

11. The Attachments

A Service Provider should study all attachments to these Quotation Documents carefully before submitting its quotation. The Service Provider should note that all information and statistics provided by the Government in connection with this quotation exercise 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 statistics and information. A Service Provider should conduct its own independent assessment of the statistics and information. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

12. Quotation Addenda

Should the Government require any amendments, clarifications or adjustments to be made to the Quotation Documents for the purpose of this quotation exercise, the Government will issue to every prospective Service Provider, who has registered with the Government when obtaining copies of the Quotation Documents, numbered addenda giving full details of

such amendments. The prospective 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.

13. Offers to be Binding

13.1 All parts of the quotation 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.

13.2 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, 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.

13.3 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 further if the Service Provider fails to comply with the Government's request for clarification.

14. Service Provider's Response to the Government's Enquiries

14.1 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 to submit the requested information. Quotations may not be considered further if complete information is not provided as required.

14.2 Unless otherwise expressly stated by the Government in writing, any statement whether oral or written made in response to any enquiry made by a prospective Service Provider shall be for information only. No such statement constitutes a representation or warranty of whatsoever nature, express or implied, and no invitation is made by the Government to any Service Provider or prospective Service Provider to rely on the accuracy or completeness of such statement. Unless in the context of an issued addendum to the Quotation Documents, the statement will not be deemed to form part of these Quotation Documents and it shall not alter, negate or waive any of the provisions set out in these Quotation Documents.

*Terms of Quotation (Supplement)*15. Service Provider's Commitment

All quotations, proposals, information and responses submitted by each Service Provider shall be the representation of the Service Provider and may be incorporated into and made part of the Contract to be made between the Government and the successful Service Provider in such manner as the Government considers appropriate. The Government may, and, in submitting a quotation, the Service Provider irrevocably authorizes 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 Service Provider.

16. Cancellation of Quotation

16.1 The Government may at any time cancel this quotation exercise and the Government is not bound to give any reasons for the cancellation.

16.2 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.

17. Exclusion

Without prejudice to any other provisions of these Quotation Documents, the Government reserves the right to exclude a Service Provider for further consideration of the quotation on grounds including –

- (a) bankruptcy;
- (b) winding up;
- (c) false declaration;
- (d) insolvency;
- (e) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract(s);
- (f) conviction(s) under breach of any of its statutory obligations or contractual obligations under any comparable current or past contracts with the Government, including but not limited to, the seriousness and the number of breaches and relevancy to the offer or quotation submitted;
- (g) conviction(s) in respect of serious crimes or other serious public offences; or
- (h) other acts or omissions that adversely reflect upon the professional conduct, integrity, responsibility or honesty of the Service Provider.

18. Disqualification of Quotations

The Government reserves the right not to consider a quotation that directly or indirectly attempts to preclude or limit the effect of any provisions of Terms of Quotation including its supplement.

19. Personal Data Provided

- 19.1 A 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 further.
- 19.2 Each Service Provider acknowledges and consents that the Service Provider's and its officers' personal data provided in the quotation may be disclosed to the parties responsible for any quotation evaluation in other Government bureaux, departments and non-Government organizations. Such consent shall survive the expiration or early termination of the Contract.
- 19.3 A Service Provider has the right to access and make 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 of the laws of Hong Kong). The right of access includes the right to obtain a copy of the Service Provider's or its officer's personal data provided in the quotation.
- 19.4 Enquiries concerning the personal data collected by means of this quotation exercise, including the making of access and corrections, should be addressed to the Departmental Personal Data Controlling Officer of the Leisure and Cultural Services Department.

20. 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.

21. New Information Relevant to Qualified Status

A Service Provider should inform the Government in writing immediately of any factor which might affect its status as a service provider of the Government or as a service provider for a particular service. The Government reserves the right to review the Service Provider's status in the light of any new information relevant to its qualification.

22. Offering Gratuities

The Service Provider shall not and shall ensure that its agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 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 Service Provider shall, without affecting the Service Provider's liability for such breach or non-compliance, invalidate its quotation, and if the Contract has been awarded to the Service Provider without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

23. Consent to Disclosure

The Government shall have the right to disclose, without further reference to the successful Service Provider, 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 Service Provider, description of the Services and the Contract value. In submitting a bid, each Service Provider irrevocably and unconditionally authorizes the Government to make and consents to the Government making any of the disclosure aforesaid.

24. Contractor's Performance Monitoring

A Service Provider 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 quotations or tenders that it may submit in future. An offer or quotation 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 further having regard, including but not limited to, the seriousness and the number of breaches and its relevancy to the offer or quotation submitted. Without prejudice to the foregoing, the successful Service Provider may have criminal or civil liabilities for its breach of the Contract and may be liable to compensate the Government for the losses and expenses that it may have suffered or incurred.

25. Service Provider's Enquiries

- 25.1 Any enquiries from a prospective Service Provider concerning the Quotation Documents up to the date of the Service Provider lodging its quotation with the Government shall be made in writing to –

Director of Leisure and Cultural Services  
(Attn.: Assistant Manager (Training Section) 1)  
(Email: [amts1@lcsd.gov.hk](mailto:amts1@lcsd.gov.hk))  
Training Section  
Leisure and Cultural Services Department  
3/F, Lai Chi Kok Government Offices  
19 Lai Wan Road, Lai Chi Kok, Kowloon

- 25.2 After lodging a quotation with the Government, a Service Provider shall not attempt to initiate any contact, whether direct or indirect, with the Government on its quotation or these Quotation Documents. 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.



26. 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 examine the complaint and refer it to the approving authority/relevant tender boards for consideration if it relates to the tendering system or procedures followed. The Service Provider shall lodge the complaint before disposal of documents of unsuccessful Service Provider.

27. Documents of Unsuccessful Service Providers

Documents of unsuccessful Service Provider(s) will be destroyed three months after the Contract has been awarded.

28. Environment Friendly Measures

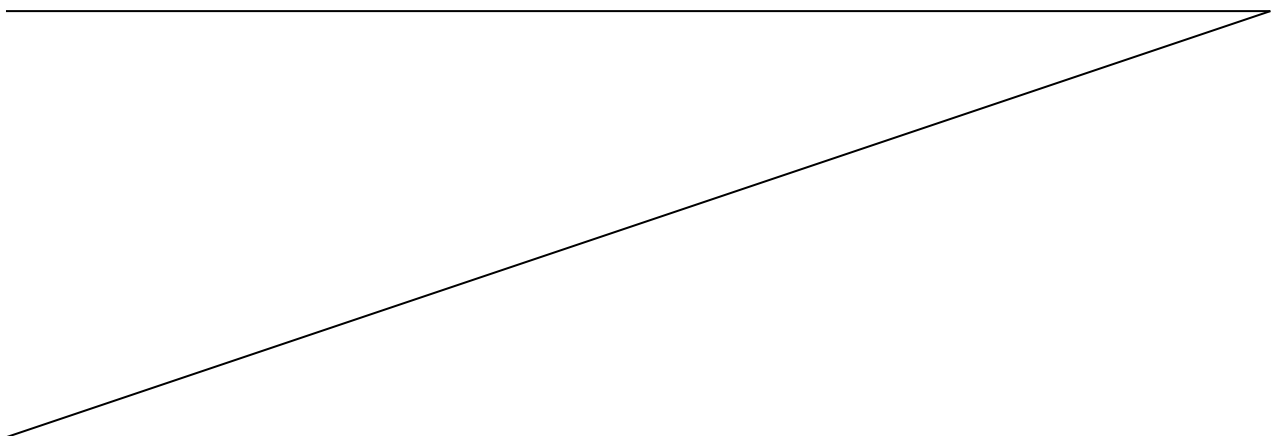
The following environment friendly measures are recommended in the preparation of the documents relating to the quotation –

- (a) All documents should preferably be printed on both sides and on recycled papers. Paper exceeding 80 gsm is not recommended.
- (b) Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

29. Deletion

For the purpose of this quotation exercise, clauses 3 to 8 of the Terms of Quotation, the Interpretation Section and the General Conditions of Contract printed on the Quotation Form (LCS 664) are hereby deleted.

-----End of this part-----



**LEISURE AND CULTURAL SERVICES DEPARTMENT**

**Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region**

**Working Background and Status of the Service Provider**

A Service Provider is required to provide the following information –

1. Information of Service Provider

- (a) Name of the Service Provider (in English and Chinese), the address of its registered office and its telephone number;
- (b) Names of directors; and
- (c) A photocopy of the current Business Registration Certificate. The certificate should bear a machine-printed line to show that full registration fee has been effected.

2. Statement of Compliance

A Service Provider is requested to confirm whether its offer submitted complies with the required Service Specifications by completing the following statement –

Our/My offers \*do/\*do not comply with the requirements specified in the Service Specifications.

*\*Delete whichever is inapplicable*

3. Enquiries

In the event of any queries relating to my/our offer or quotation, please contact –

Name : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Authorized Signature & Company Chop: \_\_\_\_\_

Name of Person Authorized to Sign Quotation: \_\_\_\_\_

(Name in Block Letter)

Name of Service Provider in English (Name in Block Letter): \_\_\_\_\_

Name of Service Provider in Chinese: \_\_\_\_\_

Tel. No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ Date: \_\_\_\_\_

**LEISURE AND CULTURAL SERVICES DEPARTMENT**

**Provision of Half-day Workshop on Building Alertness to Issues of Public Interest  
for Officers of the Leisure and Cultural Services Department (LCSD) of  
the Government of the Hong Kong Special Administrative Region**

**SPECIAL CONDITIONS OF CONTRACT**

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**LEISURE AND CULTURAL SERVICES DEPARTMENT****Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region****SPECIAL CONDITIONS OF CONTRACT**

Unless the context otherwise requires, in these Special Conditions of Contract, words and expressions defined in the Interpretation section of the Quotation Documents but not otherwise defined in these Special Conditions of Contract shall have the same meaning when used herein.

1. Service Period

The Contractor shall provide the Services to the Government according to the schedule as set out at clause 10 of the Service Specifications (Sheet 28 and 29).

2. 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.

3. Sub-contracting

The Contractor shall not be allowed to enter into any sub-contracts with any person for the performance of any or all parts of the Contract.

4. Contractor's Acknowledgement

The Contractor acknowledges that –

- (a) it is thoroughly conversant with all aspects of the Contract including but not limited to the nature and quality of the Services, the equipment, materials, tools, any necessary storage, transportation, the persons to be deployed for the Services and the supervisory staff which will be required under the Contract;
- (b) it has been supplied with sufficient information to enable it to provide to the Government the Services in accordance with the provisions of the Contract; and
- (c) it shall not be entitled to any additional payment nor be excused from performing any requirements as imposed under the Contract on the ground of any misinterpretation by the Contractor of any matters relating to the Contract.

5. Contractor's Warranties and Undertakings

The Contractor warrants and undertakes to the Government that–

- (a) the Contractor, the Contractor's Employees and/or the Contractor's agent have the necessary skill, experience, qualifications and expertise to provide the Services on the terms and conditions as set out in the Contract; and
- (b) the Contractor shall carry out and provide the Services with all due and reasonable diligence and in a proper, skilful and workmanlike manner and shall perform the Services to the satisfaction of the Government.

6. Government Provided Information

- 6.1 The Government does not guarantee the accuracy of any information supplied to the Contractor by or on behalf of the Government or otherwise.
- 6.2 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.

7. Information Used Not to be Divulged

- 7.1 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.
- 7.2 The Government shall have the right, without seeking prior consent from the Contractor, to disclose the contractual information and commitment contained in the quotation as submitted by the Contractor in relation to the value of the Contract whenever it considers appropriate or when such disclosure is for the purpose of implementing the contractual obligation by the Government.

8. Contractor's Employees or Agent

- 8.1 The Contractor shall be responsible for the good conduct of the Contractor's Employees or the Contractor's agent while they are performing the Services under the Contract and shall ensure that they will behave accordingly.
- 8.2 The Government Representative may require on reasonable grounds (including but not limited to medical and security grounds) the immediate removal or replacement of any of the Contractor's Employee or the Contractor's agent engaged or deployed for the purpose of the Contract.
- 8.3 Any of the Contractor's Employees or the Contractor's agent so removed shall be replaced as soon as possible by a competent substitute. The Contractor shall not deploy the removed person to perform the Services at subsequent classes, if any, during the contract period.
- 8.4 The Government shall in no circumstances be liable to the Contractor, the Contractor's Employees and the Contractor's agent in respect of any liability, loss or damage occasioned by such removal and the Contractor hereby agrees to fully indemnify the Government against any aforesaid claim made by such employee or agent.

9. Contractor's Personnel

9.1 The Contractor shall not employ any persons who are forbidden under the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in Hong Kong for the purposes of this Contract or any other Government contracts. If there is any breach of this clause by the Contractor, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government. The Contractor shall be responsible for all expenses and losses that the Government may incur or suffer due to the breach of this clause.

9.2 The Contractor shall not employ any person who is not lawfully employable or to aid and abet another person to breach his condition of stay in the execution of this Contract. Should the Contractor be found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay, the Government may, by notice in writing to the Contractor, terminate this Contract forthwith and the Contractor is not entitled to make any claim for compensation against the Government.

10. Compliance with Employment Ordinance

The Contractor shall comply with the Employment Ordinance (Cap. 57 of the laws of Hong Kong). 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.

11. Compliance with Employees' Compensation Ordinance

The Contractor shall comply with the Employees' Compensation Ordinance (Cap. 282 of the laws of Hong Kong). 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.

12. Compliance with Immigration Ordinance

The Contractor shall comply with the Immigration Ordinance (Cap. 115 of the laws of Hong Kong). 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 his 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.

13. Compliance with Occupational Safety and Health Ordinance

The Contractor shall comply with the requirements of the Occupational Safety and Health Ordinance (Cap. 509 of the laws of Hong Kong), 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.

14. Giving of Notice and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any enactment or any regulation of any local or other duly constituted authority in relation to the execution of the Services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the performance of the Services.

15. Accident to the Contractor's Employees

15.1 The Government and its employees and agent shall not be under any liability whatsoever for or in respect of any injury to or death of any of the Contractor's Employees or the Contractor's agent save and except such injury or death is caused by the Negligence of the Government or its employees or agent. The Contractor shall indemnify the Government and its employees and agent against all actions, proceedings, claims and demands, costs and expenses whatsoever in respect of any such injury or death for which the Government, its employees or agent are not liable. For the purpose of this clause, "Negligence" shall have the same meaning assigned to it under the Control of Exemption Clauses Ordinance (Cap. 71 of the laws of Hong Kong).

15.2 The Contractor shall effect and keep in force a policy of insurance at its own expense against all liability to pay damages or compensation as aforesaid in respect of all persons, including but not limited to employees who may be employed on any work done in pursuance of the Contract, whether employed by the Contractor or its agent with an insurance company approved by the Government Representative (which approval shall not be unreasonably withheld) and shall keep such policy of insurance in force during the Service Period. The Contractor shall when required, deposit with the Government Representative for safe keeping during the Service Period such policy of insurance together with the receipt of payment of the current premium, provided always that in respect of any persons employed by any agent of the Contractor, the Contractor's obligations to effect a policy of insurance as aforesaid under this clause shall be satisfied if the agent has effected such policy of insurance in respect of such persons but the Contractor shall require the agent to deposit with the Government Representative when required such policy of insurance together with the receipt of payment of the current premium.

15.3 In the event of any employees or agent or other person employed on any work done in pursuance to the Contract, whether employed by the Contractor or its agent, suffering from any personal injury or death, and whether there be a claim for compensation or not, the

Contractor shall within seven (7) days after the occurrence of the injury or death give notice in writing of such injury or death to the Government Representative.

16. Liability and Indemnity

16.1 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 –

- (a) the negligence, recklessness or wilful misconduct of the Contractor, the Contractor's Employees or the Contractor's agent;
- (b) 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 the Contractor's Employees or the Contractor's agent under this Contract;
- (c) any unauthorized act or omission of the Contractor or the Contractor's Employees or the Contractor's agent;
- (d) the non-compliance with any applicable laws and any requirement or regulation of any Hong Kong authority or agency in connection with the performance of the obligations under the Contract by the Contractor or the Contractor's Employees or the Contractor's agent; or
- (e) any loss or damage sustained by or any injury to or death of any third party in consequence of any negligence, omission, default of the Contractor or the Contractor's Employees or the Contractor's agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is attributable to the Contractor or the Contractor's Employees or the Contractor's agent in the manner as described in (a) to (d) above.

16.2 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 in enforcing any of the terms and conditions of the Contract, or any failure or omission of the Government in investigating or dealing with any claims in consequence of its negligence or omission or default, or in supervising or controlling the Contractor's performance, or in detecting or preventing or remedying any defective work carried out by the Contractor or the Contractor's Employees or the Contractor's agent.

16.3 The Contractor shall indemnify and keep indemnified the Government against all claims, damages, costs, losses or expenses in respect of personal injury, death, losses or damages arising out of or resulting from the performance or attempted performance of the Contract to the extent that the same are or have been caused by any act, omission, neglect, recklessness, wilful misconduct, defamation, breach of statutory duty or breach of the Contract by the Contractor, the Contractor's Employees or the Contractor's agent. Any damage to buildings, site or other areas of work in relation to the Contract shall be indemnified by the Contractor to the satisfaction of the Government.

16.4 The Contractor shall indemnify and keep the Government and its contractor's employees and authorized persons fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising from or incurred by reason of any actions and/or claims made in respect of disclosure of information subject to the Personal



Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) which action and/or claim would not have arisen but for the negligence or omission of the Contractor, any of the Contractor's Employees or the Contractor's agents or any one acting on its/their behalf in connection with the provision or receipt of the work of any services provided under this Contract, as well as any liability or claim in respect of any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593 of the laws of Hong Kong).

16.5 Without prejudice to any rights or remedies the Government may have, the Government shall be entitled to offset or deduct any monies referred to in this clause from any monies which the Government may owe to the Contractor and claim for any outstanding balance from the Contractor.

16.6 The provision of this clause 16 shall survive the completion or early termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion or termination.

17. Meeting

The Contractor's Representative shall attend at all meetings convened by the Government Representative to which he may be summoned, and shall advise and assist the Government on all matters relating to the provisions of the Services under this Contract at no extra cost.

18. Corrupt Gifts

18.1 If the Contractor or any of the Contractor's Employees or Contractor's agent commits an offence under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong) 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.

18.2 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.

18.3 The Contractor shall not, whether by itself or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Services other than charges properly approved in writing by the Government Representative under the Contract. The Contractor shall prohibit its employees and agents who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of laws of Hong Kong) when conducting business in connection with this Contract.

19. Termination

19.1 The Government may forthwith terminate the Contract but without prejudice to any other rights which the Government has or may have if –

(a) the Contractor fails to carry out the whole or any part of the Services or 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 is in breach of its warranties or undertakings under the Contract or (in the case of a breach capable of being remedied) the Contractor has failed within fourteen (14) days or such longer period as the Government may allow after the receipt of a request in writing from the Government Representative (such request to contain a warning of the Government's intention to terminate the Contract) so to do, to remedy the breach; or
- (b) the Contractor goes into liquidation or a petition is filed for the bankruptcy or the winding up of the Contractor's business otherwise than for the purpose of a reconstruction or amalgamation that is previously approved by the Government in writing or the Contractor becomes insolvent or makes any composition or arrangement with creditors; or
  - (c) the Contractor assigns or purports to assign any or all the burden or benefits of the Contract without the prior written consent of the Government; or
  - (d) the Contractor is found to have made any false declaration or untruthful revelation under the Employment Ordinance, the Employees' Compensation Ordinance or the Immigration Ordinance; or
  - (e) the Contractor is found to have employed any person who is not lawfully employable or to have aided and abetted another person to breach his condition of stay; or
  - (f) the Contractor is convicted of any offences created under the Employment Ordinance, the Employees' Compensation Ordinance, the Immigration Ordinance or the Occupational Safety and Health Ordinance set out in clauses 10 to 13 hereof.
- 19.2 Without prejudice to the foregoing, the Government Representative shall be entitled to terminate the Contract without entitling the Contractor to any compensation whatsoever by giving one (1) month's notice in writing to the Contractor.
- 19.3 If the Contract is terminated in accordance with clause 19.1 or 19.2 hereof, the Government shall not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract.

## 20. Arbitration

- 20.1 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 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 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.
- 20.2 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.

21. Jurisdiction

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

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 such advertising or other publicity material without the prior written consent of the Government Representative.

23. Relationship of the Parties

23.1 The Contractor enters into the Contract with the Government as an independent Contractor only and shall not represent itself as an employee, servant, agent or partner of the Government.

23.2 Without prejudice to clause 23.1 above, nothing in the Contract and no action taken by the parties pursuant to the Contract shall be constructed 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 as provided in the Contract, neither party shall commit the other to any obligation whatsoever without the written consent of the other.

24. 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.

25. Severability

25.1 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 laws 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.

25.2 Where, however, the provisions of the Contract or any such applicable laws of Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law.

26. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

27. 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 facsimile; and (c) if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by postal authority in Hong Kong.

28. Entire Agreement

The Contract supersedes all prior agreements, arrangement and undertakings between the parties and constitutes the entire Contract between the parties relating to the subject matter hereof. 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 authorized representative of each of the parties.

29. 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 (Cap. 623).

30. 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) Special Conditions of Contract;
- (c) Terms of Quotation (Supplement);
- (d) Terms of Quotation; and
- (e) Interpretation.

-----End of this part-----

**LEISURE AND CULTURAL SERVICES DEPARTMENT****Provision of Half-day Workshop on Building Alertness to Issues of Public Interest for Officers of the Leisure and Cultural Services Department (LCSD) of the Government of the Hong Kong Special Administrative Region****SERVICE SPECIFICATIONS**

The LCSD of the Government of the Hong Kong Special Administrative Region (the Government) intends to commission a Service Provider(s) to design and deliver half-day workshops on building alertness to issues of public interest for officers working in the Cultural Services Branch (CSB) of the LCSD.

**1. Background Information**

1.1 The CSB of the LCSD plans and manages performance venues and organizes cultural and entertainment programmes to promote culture and arts in Hong Kong. It also provides public library services to meet the community's need for knowledge and information, and helps preserve cultural heritage through its museums and related services.

1.2 The staff members of the cultural professions working in the CSB comprise officers in management level, such as programme, event and venue managers, music officers, librarians, curators, heritage conservators, stage managers, marketing managers, designers and technical officers, as well as frontline colleagues like cultural services assistants and artisans. The officers manage the cultural venues of the LCSD including gazetted civic centres, public libraries and museums, and organize performances and exhibitions to promote culture and arts in Hong Kong. The officers are also involved in leading the frontline staff to provide services in one or a combination of the following functional areas –

- (a) event management and curation;
- (b) venue management;
- (c) customer services for artists, hirers and the public;
- (d) building management;
- (e) processing of library materials;
- (f) enforcement of venue regulations; and
- (g) general management support.

**2. Objectives**

2.1 The workshop aims to equip the participants with, or refresh them on, the knowledge and skills to respond to matters of public interest, prevent them from escalating to crisis and manage them when they do. In addition, it aims to increase their ability to maintain integrity, objectivity, sensitivity and reflect on the socio-political changes and challenges that public officers are facing.

- 2.2 Upon completion of the workshop, participants should be able to –
- (a) appreciate the importance of sensitivity to issues of public concern;
  - (b) understand the general principles of public / media relations and stakeholder communication
  - (c) enhance their knowledge in issues and crisis management
  - (d) know the importance of maintaining integrity, objectivity and sensitivity; and
  - (e) discharge duties with a view to keeping themselves aware of socio-political changes.

3. Target Participants

The participants are staff members from different grades / ranks of officers from LCSD specified in clause 1.2 (Sheet 26). In general, the entry educational requirement of the aforesaid officers is a bachelor's degree or above.

4. Methodology and Content Requirement

The workshop shall be highly interactive. Real life examples and case studies shall be used to illustrate the concepts and generate discussion. Examples relevant to the work of the participants shall also be employed for discussions and exercises. The content should be tailor-made with input from the LCSD where appropriate.

5. Medium of Instruction

The workshop shall be conducted in Cantonese. The training materials shall be in traditional Chinese with special terms in both Chinese and English.

6. Number of Workshops and Class Size

The expected number of participants per workshop is from twenty (20) to thirty (30), or as mutually agreed by the LCSD and the selected Service Provider. Tentatively, **minimum FOUR (4) to maximum TWELVE (12)** workshops will be required. The final number of workshops to be organized is subject to the performance of the selected Service Provider, the enrolment situation and the needs of the LCSD. If the number of participants per workshop has implication on the cost of the workshop(s), the details have to be indicated in the Schedule of the Quotation Form (LCS 664).

7. Training Venue

The training shall take place in LCSD venue(s).

8. Scope of the Service

The Service Provider shall design and deliver the workshops. The services required should cover the following areas having regard to the requirements set out in clauses 1 to 7 of this Service Specifications –

- (a) appointing trainer(s) (see Essential Requirements in clause 9 (Sheet 28)) to conduct the workshops;
- (b) designing the detailed programme content cum rundown and setting out the objectives and learning outcomes of the workshops;
- (c) providing an outline of the workshops, specifying the topics covered and learning points;
- (d) preparing handouts for the workshops and related learning materials, printing sufficient copies for the participants; all the presentation materials should be submitted for the Government's comments and approval at least two weeks before the commencement of the first workshop, or if there are changes, the concerned workshop(s);
- (e) attending meeting(s) with the Government representatives on the workshop scheduling/design/refinement;
- (f) delivering the workshops to meet the requirements as specified in these specifications;
- (g) preparing the post-workshop evaluation form subject to the endorsement by the Government, and furnish the Government with all evaluation forms received right after the completion of each workshop; and
- (h) compiling the post-workshop evaluation summaries to the Government within two (2) weeks upon completion of the last workshop.

9. Essential Requirements for the Trainer(s) and Service Provider(s)

- 9.1 The trainer(s) shall have at least THREE years of solid experience in designing, conducting and delivering similar training programmes with sophisticated class facilitation skills, and be able to deliver to the participants the respective concepts and skills. They shall also be able to conduct the workshops in Cantonese. Curriculum Vitae (C.V.) of the trainer(s) and co-trainer(s), including their qualifications and previous experiences in delivering similar training workshops shall be provided together with the Quotation.
- 9.2 The Service Provider shall provide programme content cum rundown for the workshops, specifying the topics covered and learning points, and setting out the objectives and learning outcomes of the workshops (see requirements in clause 2 of Sheets 26 and 27) together with the Quotation.

10. Schedule of the Workshops

- 10.1 The required workshops are tentatively scheduled on weekdays from December 2021 to November 2023 with the exact dates to be confirmed. Each workshop should be of a duration of 3.5 hours inclusive of a 15-minute break, in either the morning or the afternoon, for example 9:30 a.m. to 1:00 p.m. or 2:00 p.m. to 5:30 p.m.
- 10.2 The Government has the right to postpone/cancel the scheduled workshop(s), free of any additional charge to the Government, SEVEN (7) working days before the workshop(s) start, if the enrolment situation is unsatisfactory.
- 10.3 In case as rainstorm black warning or typhoon signal No. 8 or above is in effect or any unforeseeable circumstances not in favour of the smooth running of the training arise or expected to arise on the training day, the workshop(s) will be postponed to later date to be

agreed with the Contractor, free of any additional charge to the Government.

- 10.4 The view and decision of the Government on postponement or cancellation of the scheduled workshop(s) in accordance with clauses 10.2 and 10.3 on Sheet 28 and 29 shall be final and conclusive. The Government shall not be responsible for any loss and expenses suffered or incurred by the Contractor due to the postponement or cancellation hereof.

11. Confidentiality

The Service Provider and its service team shall abide by the "Confidentiality" clauses in the service contract, which would be available for review upon award of the project. Such clauses require the Service Provider to keep information concerning this project confidential, except otherwise specified.

12. Liability

The Government shall in no circumstances be liable to the Service Provider in respect of any liability, loss or damage howsoever caused to its training equipment, materials or tools used by the Service Provider and brought alongside or into the Venue or any part thereof.

13. No Obligation Borne by the Government

The Government reserves the right, in its absolute discretion, not to invite any of the parties which have submitted quotation in response to this invitation, to enter into a written agreement for the training. Submission of any quotation shall be made on the understanding that the Government will not be liable to pay any costs and expenses arising out of the preparation, submission, amendment, explanation or clarification of the quotation.

14. Liaison and Contract Management

The Government shall be represented by an officer who will brief the selected Service Provider on the detailed requirements and thereafter monitor the delivery of the training. The selected Service Provider shall be suitably represented by a responsible person who shall liaise with the Government on all matters relating to the delivery of the training. He/she shall be available for discussion and meeting with the Government whenever required by the Government.

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