



康樂及文化事務署

Leisure and Cultural Services Department

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

如貴公司不想再收到我們的傳真報價邀請，請用下列的傳真號碼通知我們。

Invitation to Quotation

受文人： The Chinese University of Hong Kong
To: (Attn: Benny Chung-Ying Zee, Prof.)

本署檔案： TRN-D04696
OUR REF:

供應商電話：
SUPP. TEL: 2609 8884/2609 8883

電話：
TEL NO: 27464153

供應商傳真：
SUPP. FAX: 3942 0993/2603 5451

傳真：
FAX NO: 27851267

發文人：
FROM: CHAN Wai-lam

日期：
DATE: 4 April 2023

Dear Sir/Madam:

Provision of Workshop on Performance Appraisal Writing in English for Staff of the Leisure and Cultural Services Department

Subject to the terms specified below and the attached conditions of contract, you are invited to submit a quotation for the following requirements. Your quotation shall be forwarded by fax to reach this Section before 18 April 2023 15:30.

Schedule

Item No.	Description	Quantity	Unit	Unit Rate including Delivery (HK\$)	Total Value including Delivery (HK\$)
1	Workshop (1 day) on Performance Appraisal Writing in English for Staff of the Leisure and Cultural Services Department. Details please refer to the attachment.	1	class		

Expected delivery date : 1 June 2023

Delivery address : 3/F, Lai Chi Kok Government Offices, 19 Lai Wan road, Lai Chi Kok, Kowloon

Terms of Quotation

1. Basis of Acceptance : By Itemised Basis
2. Quotations received after the specified date and time will not be considered further.

If no reply is received before 18 April 2023 15:30, it is assumed that you are not interested in this enquiry.

3. Warning against Bribery - The offer of an advantage to any public officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Supplier/Service Provider or any of its officers (including directors), employees or agents will render its Quotation null and void. Where a Contract has been awarded, the Government reserves the right to terminate the Contract.
4. Offering Gratuities - The Supplier/Service Provider shall not and shall ensure that its agent and

employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) to any agent or employee of the Government. Any breach of or non-compliance with this clause by the Supplier/Service Provider shall, without affecting the Supplier/Service Provider's liability for such breach or non-compliance, invalidate its Quotation, and if the Contract has been awarded to the Supplier/Service Provider without knowing the breach, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred.

5. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Service Provider in response to this Invitation to Quotation.

Name : CHAN Wai-lam

Section : Training Section

This is a computer generated letter that requires no signature.

General Conditions of Contract (Services)

1. Inspection, Rejection and Acceptance

- (a) The Contractor shall carry out and complete the Services in accordance with the provisions of this Contract. The Services performed shall be subject to inspection by the Government Representative before any payment will be effected.
- (b) Where the Receiving 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 who shall have the right to reject any such Services and who 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.

- (c) If the Contractor shall fail to rectify such rejected Services in accordance with clause 1(b) of the 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.

- (d) The Services performed in pursuance of this Contract shall not be deemed to have been accepted unless either -
 - (i) The Government Representative shall so certify; or
 - (ii) The Services are not rejected as being unsatisfactory within 21 working days of the date upon which they were executed.

2. Default

- (a) It shall be regarded as a Contractor's default if the Contractor -
 - (i) abandons this Contract; or
 - (ii) does not execute the Services in accordance with this Contract or neglects to carry out his obligations under this Contract; or

INTERPRETATION

(applicable to both General Conditions of Contract (Services) and General Conditions of Contract (Goods))

In this form, unless the context otherwise requires -

- 'Contract' means the contract for the supply of the Services or the Goods, whichever is appropriate, by the Contractor to the Government as constituted by this form including the Schedule, the General Conditions of Contract and the Special Conditions of Contract, if any;
- 'Contractor' means the service provider or the supplier whose quotation has been accepted;
- 'Goods' means the articles and/or materials referred to in the Schedule attached;
- 'Government' means the Government of Hong Kong;
- 'Government Representative' means the Director of Leisure and Cultural Services or any officer authorised to act on his behalf for the purpose of this Contract;
- 'Hong Kong' means the Hong Kong Special Administrative Region of the People's Republic of China;
- 'Purchasing Card' or 'P-card' means the MasterCard/Visa Charge card with an assigned credit limit, designed for government users for procurement purpose;
- 'Receiving Officer' means the officer appointed by the Government Representative for the purpose of receiving and inspecting the Services performed or the Goods delivered in pursuance of the Contract;
- 'Schedule' means the schedule attached;
- 'Services' means the work referred to the Schedule attached;
- 'Total Value of Contract' means the amount of payment for the supply of the Services or the Goods as quoted by the Contractor and accepted by the Government in the Schedule.

(11) The Contractor shall comply with any applicable laws and any requirement or regulation of any Hong Kong Special Administrative Region Government authority or agency in connection with the performance of the obligations under this Contract by this Contractor and his sub-contractors, employees or agents.

(b) The indemnities, payment and compensation given in pursuance of this Contract by the Contractor shall not be defected or reduced by reason of any failure or omission of the Government Representative in enforcing any of the terms and conditions of this Contract, or in supervising or controlling the Contractor's operation or method of working, or in detecting or preventing or remedying any defective work carried out by the Contractor and his sub-contractors, employees or agents.

4. 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).

5. United Nations Convention on Contracts for the International Sale of Goods not applicable

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

the services provided for in this Contract.

The Contractor shall be entitled to claim compensation under Clause 3 of the Contract in respect of any and all losses, claims, damages, demands, proceedings or actions which may be sustained or incurred by the Contractor or his sub-contractors, employees or agents, as a result of the negligence or wilful misconduct of the Contractor or his sub-contractors, employees or agents, or

the Contractor or his sub-contractors, employees or agents, or

the Contractor or his sub-contractors, employees or agents, or

the Contractor or his sub-contractors, employees or agents, or

the Contractor or his sub-contractors, employees or agents, or

the Contractor or his sub-contractors, employees or agents, or

(iv) 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.

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- (iii) fails to carry out all or any the Services provided for in this Contract within the time specified.
- (b) 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 3 of the General Conditions of Contract against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government Representative may sustain or incur or which may be brought or established against him as a result of the Contractor and his sub-contractors, employees or agents' default.
- (c) In addition to any deduction, 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 3 of the General Conditions of Contract.
- (d) Notwithstanding the above provisions, the Government Representative may at his own discretion terminate this Contract as a result of the Contractor's default.

3. Liability and Indemnity

- (a) The Contractor shall indemnify the Government Representative and keep the Government Representative fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government Representative may sustain or incur or which may be brought or established against him by any person and which in any case arises out of or in relation to or by reason of, but not limited to, the followings
 - (i) the negligence, recklessness or wilful misconduct of the Contractor and his sub-contractors, employees or agents;
 - (ii) 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;
 - (iii) any unauthorised act or omission of the Contractor and his sub-contractors, employees or agents; or

(iv) the non-compliance with any applicable laws and any requirement or regulation of any Hong Kong Special Administrative Region Government authority or agency in connection with the performance of the obligations under this Contract by this Contractor and his sub-contractors, employees or agents.

(b) The indemnities, payment and compensation given in pursuance of this Contract by the Contractor shall not be defeated 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.

4. 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).

5. United Nations Convention on Contracts for the International Sale of Goods not applicable

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

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REQUIREMENTS FOR QUOTATION

Workshop on Performance Appraisal Writing in English for Staff of the Leisure and Cultural Services Department

Background

The Leisure and Cultural Services Department (LCSD) of the Hong Kong Special Administrative Region Government is responsible for the provision of all public leisure and cultural facilities and related services in Hong Kong.

To equip staff with knowledge and skills to facilitate a more accurate assessment of an appraisee's potentials and promotability to the next higher rank, whilst also enhancing the objectivity of performance assessment, LCSD hereby invites training providers in submitting quotations for *conducting* the above training workshop as specified.

Workshop Objective:

This Workshop aims to enhance the competence of participants in communication performance feedback, with a focus on mastering the skills in composing accurate, objective and comprehensive appraisal reports in English.

Points to note before preparing the quotation:

- The Training Provider has to provide training manual, handouts and / or relevant training materials for conducting the workshop. The Training Provider should adopt an interactive learning methodology and cover the contents listed in Annex

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- The training manual, handouts and / or relevant training materials should be passed to the Training Section of LCSD for reference and discussion 1 month before the commencement of the first class.
- When conducting the classes, examples used should be relevant to the actual working environment of LCSD.
- The training schedule at **Annex I** is subject to change regarding the enrolment situation and other uncontrollable factors. The Training Section of LCSD will inform the Training Provider of the class cancellation / postponement at least one week before the commencement of the class(es). No additional cost should be incurred towards LCSD if there is class cancellation / postponement.
- The Training Provider is invited to provide a quotation for the training covering all the expenses of trainer fee, training assistant fee, training venue, designing and developing of materials, and the production of training materials and handouts.
- The venue provided by the Training Provider should be an indoor training venue within a reasonable travelling distance from the city centre, furnished and equipped to a standard fit for the purpose of the Training. The selection of training venue provided by the Training Provider will be subject to the mutual agreement between LCSD and the Training Provider. The Training Provider should propose and confirm the training venue with the Training Section of LCSD 8 weeks before the training.
- The Training Provider has to conduct course evaluation, and provide evaluation summary to the Training Section of LCSD within 1 week after training.
- The trainer(s) engaged by the Training Provider should be the competent person(s) to conduct this Workshop, and should have experience of providing training of appraisal writing in English to government departments.

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- LCSD is the copyright holder of all the training materials provided to the Training Provider for conducting this Workshop. The Training Provider must not use or adapt these materials for any courses other than this Workshop.
- LCSD will own the copyright of training materials designed and developed for this Workshop by the Training Provider and has full rights to reproduce, edit and change the materials. The Training Provider is responsible for obtaining the necessary permission from respective copyright holders if the Workshop adopts any material from other parties. The Training Provider needs to assume full responsibilities of any legal implication arise and indemnify LCSD against any such responsibilities.
- The Training Provider has to guarantee that it will not sub-contract the whole or a part of the contract to any organisations or to assign it to any person whatsoever during the programme execution.
- Training Providers should note that quotation proposals that cannot comply with the basic specifications will not be considered. The successful Training Provider will receive a letter of acceptance as the official notification. This letter of acceptance shall constitute a binding contract.
- The Training Section of LCSD shall have the right to disclose whenever it considers appropriate or upon written request by any third party information on the award of the Contract, without any further reference to the successful Training Provider, the name and address of the successful Training Provider, description of services and the contract amount.

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Annex I

Workshop name : Empowering Communication for Performance Appraisal in English
(1 Day)

Workshop Highlight :

- Systematic and holistic approach to commenting on performance
- Preparing evidence-based reports
- Different strategies to differentiate performance levels and give suggestions for improvement
- Common pitfalls in preparing performance appraisal reports

No. of Class: 1

Workshop Date: June-December 2023

Workshop Time: 9:00 am-1:00pm and 2:00pm-5:30pm (Monday-Friday)

Target trainees: LCSD Staff

Class size: Maximum 20 participants

Language : English and Cantonese

Training notes : English

Evaluation : The Training Provider has to conduct course evaluation, and provide evaluation summary to the Training Section of LCSD within 1 week after training

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Annex II

Exclusion Clause

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