

**Funding Scheme to Support
Transitional Housing Projects
by Non-government Organisations**

Guidelines for Delivery of Projects

**Revised in December 2023
Housing Bureau**

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Chapter 1

Introduction

1.1 Scope and Approved Ceiling

- 1.1.1 As one of the six new housing initiatives announced by the Chief Executive on 29 June 2018, the Task Force on Transitional Housing (“Task Force”) was established under the then Transport and Housing Bureau¹ to proactively assist and facilitate various short-term initiatives proposed and implemented by the community/ non-government organisations (“NGOs”) with a view to increasing the supply of transitional housing. On 6 March 2020, the Legislative Council (LegCo) Finance Committee (FC) approved the allocation of \$5 billion to set up the Funding Scheme to support Transitional Housing Projects by Non-government Organisations (“the Funding Scheme”) for providing an estimated number of 10 000 transitional housing units. The Funding Scheme aims to provide financial support to NGOs for carrying out works required to develop transitional housing on potential sites/premises on a one-off basis. On 15 June 2020, the Funding Scheme was officially launched for implementation upon the formation of the Assessment Committee of the Funding Scheme. The target supply of transitional housing was subsequently increased to 15 000 and further to 20 000 units, following the Government’s announcement on 14 January 2021 and the Chief Executive’s 2021 Policy Address respectively; the corresponding increases in the total funding commitment to \$8.3 billion and further to \$11.6 billion were approved by the LegCo on 28 April 2021 under Appropriation Bill 2021 and 4 May 2022 under Appropriation Bill 2022 respectively.
- 1.1.2 The Funding Scheme is implemented by the Housing Bureau (“HB”)¹. The Assessment Committee, chaired by the Under Secretary for Housing (“US for Housing”) and comprising non-official members appointed by the Secretary for Housing and official members from government departments, is responsible for vetting applications and overseeing the implementation of the Funding Scheme. A secretariat under the HB is supporting US for Housing and the Assessment Committee in administering the Funding Scheme.
- 1.1.3 The Assessment Committee will assess applications on the basis of the proposals contained in the Application Form and all additional information provided by NGO-applicants.

¹ The Transport and Housing Bureau was split into the Transport and Logistics Bureau and the Housing Bureau in July 2022.

1.1.4 The funds provided should only be used to cover the following items of the approved projects –

(a) consultancy services such as –

- feasibility studies on the proposed restoration and repair works, or investigation or site survey for preparing a detailed design or the technical studies, traffic impact assessment, environmental assessment, ecology assessment and for planning permission under Section 16 of the Town Planning Ordinance (Cap. 131), etc.;
- detailed architectural, structural, geotechnical, building services, environmental, lighting, pedestrian/ vehicular access design and plans, etc.;
- submission of specified plans to Buildings Department, Fire Services Department, etc.;
- deploying suitably qualified staff to supervise the execution of works to meet statutory requirements²; and
- quantity surveying services, including tender documentation, cost control and account preparation;

(b) one-off, basic and essential construction/ restoration and repair works required to make the site/ premises fit for the proposed use and comply with statutory requirements. Possible items include –

- site formation (and slope improvement works on private land/ premises as long as they will not confer long term benefit to the owner of such private land/premise after the transitional housing project ceased operation);
- erection of temporary structures (such as the use of modular integrated construction methods, pre-fabricated components, in-situ concrete or steel construction, etc.);
- provisions of sewerage/ drainage and pedestrian/ vehicular access, etc.;
- utility provision, diversion and/ or connection (such as water, gas,

² For the avoidance of doubt, only the absolutely necessary expense for project staff who need to conduct inspection outside Hong Kong as required by relevant authorities will be reimbursable (e.g. reasonable meal expense and travelling expense by public transportation for supervision/inspection duties in mainland factory for Modular Integrated Construction units as required by the Buildings Department and Water Supplies Department).

drainage and electricity);

- installation of fire safety equipment and barrier-free facilities;
- renovation of dilapidated premises;
- basic internal fitting-out necessary to make the units fit for accommodation purpose;
- one-off upgrading works to meet statutory requirements; and
- insurance policies covering any potential claims that may arise during surveys, investigations and construction or renovation works;

- (c) project management for the execution of the subsidised works;
- (d) administrative work of the project operator before the tenants move in³;
- (e) removal of the temporary structures and the associated installations and fitting-out after the expiry of the transitional housing terms;
- (f) remuneration of resident site staff;
- (g) rent payments for conversion or use of private premises as transitional housing; and
- (h) external audit fees relating to the approved project.

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Aug 2021

1.1.5 The approved funding subsidy is **not** to cover the following items –

- (a) interior fitting-out other than the basic fitting-out works specified in paragraph 1.1.4 (b) above;

³ Administrative overheads represent the share of overhead expenditure (or indirect cost) attributable to the carrying out of the project. Such administrative overheads will be calculated on a sliding down scale from 0.4% to 0.14 % of the total subsidy according to the number of units with a ceiling of \$1.5 million (shown below), and be reasonable and proportionate to the purpose, scale, nature and circumstance of a project.

No. of Units	Ceiling of subsidy for administrative work (in % of the total subsidy)
for the first 29th units	0.40%
from 30-99 units	0.30%
from 100-199 units	0.25%;
from 200-499 units	0.20%;
from 500-999 units	0.17%
from 1,000 units and up	0.14% subject to a ceiling of \$1.5 million

- (b) appliance, furniture and equipment;
- (c) all other operating or recurrent expense to be incurred in the operation of the transitional housing in question, e.g. rental, utility charges, repair and maintenance cost, etc.; and
- (d) infrastructure works such as slope works and site formation on private land/ premise which may confer long term benefit to the owner of such private land/premise after the transitional housing project ceased operation.

1.1.6 The lists in paragraphs 1.1.4 and 1.1.5 are not exhaustive. NGOs should consult the Secretariat if they have any doubt about whether an item is under the scope of the financial support.

1.1.7 The maximum amount of the funding subsidy to be granted to each approved project should not exceed the following –

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- (a) \$200,000 for each transitional housing unit for projects situated in vacant residential building (including private premises such as hotels and guesthouses);
- (b) \$550,000 for each transitional housing unit to be provided through erection of temporary structure on vacant land, and conversion of non-residential building; and
- (c) \$565,000 for each transitional housing unit for projects on vacant land in which extensive drainage or sewage treatment facilities are necessary.

1.1.8 Transitional housing projects applying for financial support are normally expected to be in service for not less than three years. However, projects for less than three years will also be considered under exceptional circumstances, but the funding subsidised for such projects may, depending on the merits of individual cases, be lower than the financial ceiling as specified in paragraph 1.1.7 above.

1.1.9 Transitional housing projects shall operate on a non-profit-making and cost-recovery basis. The daily operation and maintenance costs, including any related social services costs, will not be funded under the Funding Scheme, but the project operators will be allowed to deduct such costs from the revenue generated from the operation of the project, e.g. rental income.

1.1.10 The applicant should remind its tenants that their tenancy in the transitional housing project will not affect their PRH applications. By the

same token, no special housing arrangement will be provided by the Government and the Hong Kong Housing Authority upon the completion or termination of their tenancies in the transitional housing project.

1.2 Guidelines for Delivery of Projects

- 1.2.1 The Guidelines set out the procedures for NGOs to deliver projects under the Funding Scheme. The procedures in the Guidelines are prescribed by HB which may amend, supplement, apply, interpret or make exceptions to them. The Guidelines may be reviewed and updated as and when deemed necessary. The latest version of the Guidelines can be downloaded from HB's website - (<http://www.hb.gov.hk/eng/policy/housing/policy/transitional/scheme/index.html>). NGOs are required to comply with the latest version of the Guidelines unless otherwise authorised by HB.

1.3 Reminder

- 1.3.1 NGOs are not advised to enter into any financial or contractual commitment in respect of any project before their funding applications are approved. The Government is not responsible for any commitment so made.
- 1.3.2 To uphold the integrity of directors, staff members and agents of an NGO in relation to the funded project, the NGO shall:
- (a) prohibit the related personnel from offering, soliciting or accepting advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) from any party, except in cases where the acceptance is within the specified permissible nature, values or circumstances such that no improper influence is involved;
 - (b) avoid, during the agreement period, to undertake any service, task or job or do anything whatsoever which conflicts, or which may be seen to conflict, with the NGO's duties under the Grant Agreement and require its directors, staff members and agents to observe the same; and

where a conflict is unavoidable, ensure proper handling of the conflict, with the Secretariat duly notified in writing as soon as possible of the circumstances involved and the actions taken to remove/minimise its impact (e.g. with the officers concerned removed from the related duties).

Chapter 2

Project Delivery

2.1 Submission of Application

- 2.1.1 NGOs must read carefully the Guide to Application and information available at HB's website⁴ about the Funding Scheme before completing the Application Form.
- 2.1.2 An NGO-applicant must ensure the proposed project is technically feasible. Before applying for funding under the Funding Scheme, the applicant is advised to confirm the project feasibility; and must include in the application a clear definition of the scope of the project (including but not limited to estimated number of units to be provided, eligibility of tenants, tenancy arrangement, tentative construction and operation period as detailed in **Annex A**) and identify any necessary topographical survey, site investigation, environmental/ traffic/ drainage/ geotechnical impact/ risk assessments at the detailed design stage, consultancies to be engaged, site constraints, cost estimate, preliminary schematic design, works programme, and assessment about the accessibility of the site, availability of utility services, etc.
- 2.1.3 The application should contain a detailed breakdown of the estimated cost of the works, giving details for major cost items (e.g. referencing preliminary quotations from contractors, similar cost items from previous projects, or cost items prepared by professional consultants, etc.).
- 2.1.4 If the proposed works are necessary for meeting statutory requirements (such as fire, gas, electricity, etc.), copies of letters of requirement or letters of no objection from relevant authorities (e.g. Fire Services Department), if available, should be attached to the Application Form.
- 2.1.5 The application shall demonstrate the social elements of the proposed transitional housing project (e.g. social service provided to the local community, etc.). The application shall also contain an exit plan and NGOs will be required to set up a sinking fund from the operation income to facilitate the implementation of the exit plan and the removal of temporary structure from the site.

⁴ <http://www.hb.gov.hk/eng/policy/housing/policy/transitional/scheme/index.html>

2.2 Approval of the Funding

- 2.2.1 The Government may approve the funding sought in full or by different stages according to project implementation milestones as proposed by applicants. For example, funding may be provided for an NGO to cover the cost of investigation works to verify the design assumptions or Section 16 Planning submission before the approval of funding for the subsequent detailed design and capital works. Granting of funding for each stage, however, does not commit the Government to supporting the remaining stages of the project.
- 2.2.2 The NGO will be informed in writing of the result of its application. Upon approval of the funding application, it is required to comply with the terms of the Grant Agreement and to ensure that the funding is spent in accordance with the approved scope and standard of works. Where there is a subsequent increase in cost due to circumstances beyond the control of the NGO concerned (e.g. the lowest conforming bid in a tender exercise being higher than the approved estimate), it may first exhaust any funding allocated for the purposes of contingency before applying for an increase in funding for the Assessment Committee's consideration. The NGO must not assume, however, that a proposed increase in funding will be approved. Under all circumstances, the maximum amount of the funding subsidy to be granted to each approved project as specified in paragraph 1.1.7 shall be observed.
- 2.2.3 The NGO must follow the procedures for procurement of services as detailed in Chapter 3.
- 2.2.4 The Assessment Committee will assess the technical, financial and social aspects of the proposed projects and check whether they are within the scope and financial ceiling of the Funding Scheme. In particular, proposed rental level⁵ is an important criterion that the Assessment Committee will consider.
- 2.2.5 The procedures for project delivery are outlined in **Annex A**. The general requirement on leasing arrangement are outlined in **Annex G**.

2.3 Payment Arrangement

- 2.3.1 Payments will be made on a reimbursement basis, i.e. disbursements to be made on receipts or Architect/Surveyor's Certificates certified correct by the Project Co-ordinator. The NGO should satisfy itself that the relevant

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⁵ The rental level of transitional housing is expected to be lower than the relevant market rent with a ceiling of no more than 30% of the prevailing public rental housing income limit of corresponding household types.

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service/ works covered by the payments have been undertaken in accordance with the terms and conditions of relevant contract/agreement. The NGO should also take note of its liability to settle the payment in accordance with the terms of the relevant contract/agreement. The NGO shall hold legal responsibility for any claims filed by contractors/ consultants/ service providers if it fails to meet the obligations regarding timely payment of bills.

- 2.3.2 Maximum release of payment claims of the contract sum at the practical completion stage will be set at 95%. The remaining 5% of the contract sum will be released upon the Government's approval of the final accounts of the contract based on the recognised works items.
- 2.3.3 Unless otherwise authorised, the NGO should keep a separate interest-bearing Hong Kong Dollar account with a bank licensed in Hong Kong solely and exclusively for processing all receipts and payments of the project. Payments from that account should be made by the authorised representative(s) of the NGO, whose name(s) has/ have to be registered with the Secretariat in advance.
- 2.3.4 A payment of the approved funding or any part of it from the Funding Scheme is usually made by the Treasury direct to the NGO's bank account if the NGO has completed the necessary authorisation. Otherwise, a cheque may be issued to the NGO.
- 2.3.5 All interest income generated from the project bank account should be ploughed back into the project. Under no circumstances shall the interest earned be applied for other uses outside the project, and no negative interest should be charged to the project.
- 2.3.6 Where the project is not fully financed by the Funding Scheme, the NGO should use up capital contributions from other funding sources for the subsidized portion before calling on the grant from the Funding Scheme.
- 2.3.7 The approved funding under the Funding Scheme should be entered as a separate item into the audited financial statements of the NGO.
- 2.3.8 The NGO should complete and submit **Annex B** together with the following documents to the Secretariat for any payment claim:
 - (a) a duly completed NGO's Certificate – Request for Payment (see **Annex B**);
 - (b) original copies of the invoices/ receipts related to the claim duly certified correct by the Project Co-ordinator;

- (c) Authorized Person/ Consultant's Certificate for works contract;
- (d) Architect/ Quantity Surveyor's Certificate;
- (e) Authorized Person/ Consultant's issuance of Defects Rectification Certificate or similar document certifying that all outstanding and defective works are satisfactorily completed (for retention money or final payment); and
- (f) any other document deemed relevant by the NGO, if necessary.

2.3.9 The NGO should make prudent arrangements to ensure that all the claims by the contractors (either through the consultant or other delegated person) or consultants/ service providers have been properly checked and accounted for. The NGO's Certificate is an important document which should be duly signed by the Project Co-ordinator, with the official chop of the NGO on the NGO's certificate before submitting to the Secretariat for processing.

2.3.10 The payment claim should be submitted to the Secretariat within the time specified in the Grant Agreement. Failure to submit the payment claim within the time specified may result in the unclaimed balance of the funding being returned to the Funding Scheme.

2.3.11 As Government has no contractual relationship with the consultants and contractors of the project, enquiries in relation to the payment requested should be addressed to the NGO. The Government will not entertain any direct enquiry from the contractors/ consultants/ service providers.

2.3.12 Under the circumstances which liquidated and ascertained damages (LD) is eligible to be deducted from the payment to the contractor due to late completion of the works, the NGO is required to deduct the LD sum from the contractor's billed sum in the NGO's Certificate.

2.3.13 Where circumstances justify (e.g. when the project delivery is found not up to the requisite standard. or where the original receipts, invoices or certificates submitted are found unacceptable, previous bills not settled, or a large amount of fund remains unspent in the account of the project, etc.), the Government may withhold or reclaim any payment from the NGO.

2.4 Keeping Records

2.4.1 The books of account and all other relevant records and information related to the Funding Scheme should be retained by the NGO for at least

seven years after the completion of the project or release of the final payment, whichever is longer, unless otherwise required by any other relevant statutory requirements. These books and records should, at all reasonable times, be available for inspection by the Government and the Audit Commission.

- 2.4.2 To prevent corruption or related malpractices, the Independent Commission Against Corruption (ICAC) is authorised to review the procedures and practices of the Funding Scheme, including obtaining any information or record kept by the NGO for inspection and analysis. The NGO should fully co-operate with ICAC and give it assistance when so required.
- 2.4.3 To support NGOs to uphold integrity in the delivery of works projects and operation of transitional housing, NGOs receiving funding subsidy shall implement integrity risk management in high risk areas on a regular basis to ensure adequate control measures to prevent corruption and/or malpractices have been put in place. Relevant templates and toolkits, and the necessary technical support may be obtained from ICAC.
- 2.4.4 NGOs may approach ICAC for corruption prevention advice/ services in ALL areas in relation to the procurement of works/ services, operation of transitional housing in addition to the letting and administration of transitional housing. To facilitate NGOs to approach ICAC for their services, a service request form is given in **Annex H**. The contact information of Corruption Prevention Department of ICAC is:

Fax: 2522 0505

E-mail: cpas@cpd.icac.org.hk

Hotline: 2526 6363

Chapter 3

Procurement of Services

3.1 Guiding Principles

3.1.1 The procurement of services funded by the Funding Scheme as well as management of those services procured should follow procedures set out in this Chapter. The NGO, at the time of incurring the expenditure, must exercise due diligence to ensure no over-commitment in spending and expenditure items being limited only to those having obtained prior approval.

3.1.2 The procurement procedures are prescribed to achieve the following objectives –

(a) Public accountability and value for money

The Funding Scheme is using public money. The NGO is accountable to the public for the use of the funds granted under the Funding Scheme, and must always be prepared to account for all its purchasing decisions. The NGO is obliged to achieve good value for money for its procurement and exercise prudence in disbursement of any funds granted under the Funding Scheme.

(b) Transparency and Open and Fair Competition

The NGO must deliver the project with integrity and in a publicly accountable and transparent manner. All requirements and specifications of the intended procurement should be clear and made known to as many service providers, suppliers or contractors as possible. It is necessary to uphold the principle of open and fair competition and level playing field in the procurements subsidised by public funds. All tenderers and suppliers should be treated, and are seen to be treated, on equal footing.

(c) Avoidance of Conflicts of Interest

The NGO must observe due diligence, and its officers must avoid any perceived or real conflict of interests in making any procurement decision.

3.1.3 To promote good corporate governance, an individual NGO is responsible for the setting up and monitoring of its own procurement system with adequate checks and control and in accordance with the principles mentioned in paragraph 3.1.2 above. The procedures below merely provide a framework for the NGO to establish its own system.

- 3.1.4 NGOs shall not invite companies with association with one another in the same procurement exercise as far as practicable, and the bidders should undertake that their associated companies⁶ will not submit/ have submitted any quotation/ tender in the same procurement exercise.
- 3.1.5 NGOs normally shall not invite NGOs' own subsidiary companies/ organisations to submit quotations/ tenders. Under special circumstance where such invitation is deemed necessary and approved in writing by the HB, NGOs are required to provide a written declaration in the relevant tender/ quotation report that subsidiary companies/ organisations of the NGOs have been invited to bid in the procurement exercise concerned and control measures have been taken to maintain the impartiality of the procurement procedures (e.g. setting a firewall between the project team of the NGO and the bidding team of the subsidiary company/ organisation, etc.).

3.2 Quotation and Tendering Procedures

- 3.2.1 The procurement of consultancy services, works contracts/ works-related services or other services may be by quotation or tendering. When procuring such services by quotation, the limits are as follows –

Procurement Type	Quotation Limits (Up to and including)
(i) Consultancy services	HK\$ 3,000,000
(ii) Works contracts/ works-related services*	HK\$ 7,000,000
(iii) Services other than those covered by (i) & (ii)	HK\$ 1,400,000

* For classification of the procurement type (ii), please refer to Development Bureau (“DEVB”) Technical Circular (Works) No. 5/2012⁷. Most of the construction/ renovation works involved under the Funding Scheme should fall within the ambit of works contracts/ works-related services.

- 3.2.2 Should the NGO engage Urban Renewal Authority to provide project management service, the NGO could award the service by single quote with prior written approval of HB.

⁶ Section 2, Division 2, Part 1 of the Companies Ordinance provided the following interpretation: associated company (有聯繫公司), in relation to a body corporate, means—

- (a) a subsidiary of the body corporate;
- (b) a holding company of the body corporate; or
- (c) a subsidiary of such a holding company;

⁷ <https://www.devb.gov.hk/filemanager/technicalcirculars/en/upload/320/1/C-2012-05-0-1.pdf>

- 3.2.3 For any procurement with a value **not exceeding** the respective quotation limits stated in paragraph 3.2.1, written quotations from **not less than five** contractors/ consultants/ service providers should be invited (see paragraphs 3.2.5 and 3.2.6 below). The procurement contract should, unless otherwise agreed by HB, be awarded to the one submitting the lowest conforming quotation. In cases where it is not possible to invite not less than five written quotations, justifications must be provided for HB's prior approval.
- 3.2.4 For any procurement with a value **exceeding** the respective quotation limit stated in paragraph 3.2.1, unless otherwise agreed by HB, there shall be a tendering process in accordance with paragraphs 3.2.5 to 3.2.8 below. The procurement contract should, unless otherwise agreed by HB, be awarded to the tenderer submitting the lowest conforming offer (for single-envelope tender). Tenders from **not less than five** contractors/ consultants/ service providers should be invited subject to the requirements set out in 3.2.5 and 3.2.6 below.
- 3.2.5 When inviting quotations or tenders for consultancy services, the NGO should normally invite consultants on the List of Consultants of the Architectural and Associated Consultants Selection Board (AACSB) by Architectural Services Department (ArchSD)⁸ of appropriate category, and/ or the List of Band 3 Architectural Consultants (compiled, maintained and provided separately by The Association of Architectural Practices Ltd. and The Hong Kong Institute of Architects)⁹ unless otherwise approved by HB. For consultancy on planning submission, the NGO should normally invite consultants on the List of Planning Consultant maintained by the Hong Kong Institute of Planners¹⁰ unless otherwise approved by HB.
- 3.2.6 When inviting quotations or tenders for works contracts/ works-related services, the NGO should invite contractors under the appropriate category and group of List of Approved Contractors for Public Works maintained by DEVB¹¹ according to the estimated value of the works contracts/ works-related services unless otherwise approved by HB.
- 3.2.7 The NGO may adopt e-procurement practices as appropriate such as invitation by emails, providing electronic copies of the tender documents, etc. in the procurement exercise.
- 3.2.8 Adequate time shall be provided to allow tenderers to prepare and submit

⁸ <https://www.archsd.gov.hk/en/consultants-contractors/consultants/list-of-consultants-of-aacsb.html>

⁹ <https://www.archsd.gov.hk/en/consultants-contractors/consultants/list-of-band-3-architectural-consultants-disclaimer.html>

¹⁰ <https://www.hkip.org.hk/en/planning-consultants>

¹¹ https://www.devb.gov.hk/en/construction_sector_matters/contractors/contractor/index.html

tenders. Two to four weeks is normally required unless otherwise agreed beforehand by HB.

- 3.2.9 The NGO should submit the whole set of quotation/ tender document, the proposed list of invitees for quotations or tenderers, and the pre-quotation/ pre-tender estimate and invitation letter to HB for examination prior to any quotation/ tender invitation for the subsidised items under the Funding Scheme.
- 3.2.10 Should the NGO consider it necessary to deviate from the above quotation or tendering requirements in respect of the subsidised items under the Funding Scheme (e.g. introduction of a marking scheme to assess both the price and technical aspects of the consultant/ contractor to enhance competition on technical quality particularly on the aspects of innovation and creativity; or assessment of the financial capability of tenderers), it should seek prior approval from HB with justifications. When a marking scheme and/ or the 2-envelope tender approach is adopted, the offer achieving the highest combined score shall normally be recommended.
- 3.2.11 The NGO should ensure that all procurements using the funds provided under the Funding Scheme should be within the ambit of the respective funding and within the scope set out in the details of the Funding Agreements. These details should be adequately reflected in the quotation or tender document.
- 3.2.12 All procurements should be conducted promptly or timely upon approval of the project grant. Any additional cost due to inflation attributable to the delay of the NGO or its agents in conducting the quotation or tender exercise will be the NGO's responsibility.
- 3.2.13 NGOs should also follow, as far as practicable, the good practice set out in the "Strengthening Integrity and Accountability - Government Funding Schemes Grantee's Guidebook" published by ICAC¹², including but not limited to adopting the sample probity clauses detailed in Appendices 3 to 5 of the guidebook for the procurement of consultancy services and/ or contractors. As these sample clauses are tailored for contractors only, NGOs may have to revise the wording to suit the capacity of consultants.
- 3.2.14 NGOs should submit the tender reports/ results of quotation for each tender/ quotation exercise to HB for approval prior to award of contracts. The Assessment Committee will be reported on the recommendation before approval is given by HB. NGOs shall allow adequate time in their programme for the approval procedure.

¹² https://cpas.icac.hk/UPLoadImages/InfoFile/cate_43/2017/43903a1c-f8c9-4bac-b4f8-e7ed80b9a004.pdf

- 3.2.15 The procedures on handling written quotations are detailed at **Annex C**.
- 3.2.16 A detailed rundown of the tendering procedures for works projects from preparation of tender documents to the approval of tender is at **Annex D**.
- 3.2.17 NGOs and their consultants and contractors should adopt the risk control measures set out in the “Tips for NGOs – Selection and Management of Works Consultancies for Transitional Housing Projects” and “Tips for NGOs – Letting and Administration of Works Contracts for Transitional Housing Projects” published by ICAC¹³ in different stages of the implementation of the projects; otherwise, explanations should be given to HB.
- 3.2.18 NGOs should also follow, as far as practicable, the best practice set out in the “Best Practice Checklist (BPC) – Management of Works Consultancies” published by ICAC¹⁴, including but not limited to adopting the sample debarment clauses detailed in Appendix 4 of BPC. Any awarded consultant and its sub-consultants shall be debarred from participating in any subsequent procurement exercises or undertaking any services arising out of its consultancy agreement (e.g. bidding for the works contract or undertaking any services for the contractor).
- 3.2.19 For projects using Modular Integrated Construction, NGOs and their consultants should also duly adopt the control measures set out in the “Corruption Prevention Checklist for Building Projects Adopting Modular Integrated Construction (MiC)” published by ICAC to strengthen the integrity management of inspecting staff and the quality control of MiC modules.

Added in
Apr 2021

3.3 Tender Assessment Panel

- 3.3.1 All quotations/ tenders should be assessed by Tender Assessment Panel comprising the Chairman/ Chief Executive Officer or member of similar grading of the NGO as Chairman, and at least two other senior staff of the NGO (i.e. at least altogether three Members). The selected Members should confirm that they have no conflict of interest in the assessment in a standard proforma according to **Annex E** before the assessment.
- 3.3.2 A conflict of interest is a situation in which the interest of the NGO competes or is in conflict with the financial or personal interests of a Management Board or staff member, or their family members or close personal friends. A conflict of interest may be actual, potential or

¹³ https://cpas.icac.hk/EN/Info/Lib_List?cate_id=3&id=2562

¹⁴ https://cpas.icac.hk/EN/Info/TP_Library?cate_id=10020

perceived. Some common examples of a conflict of interest are described below but they are by no means exhaustive:

- (a) a staff member involved in a procurement process is closely related to or has beneficial interest in a supplier being considered by the NGO;
- (b) a director of the NGO has a financial interest in a company whose quotation or tender is under consideration by the NGO;
- (c) a staff member accepts frequent or lavish entertainment from the NGO's service recipients, suppliers or contractors; and
- (d) a staff member (full-time or part-time) undertaking part-time work with a contractor whom he/ she is responsible for monitoring.

3.3.3 The NGO should remind and require its Management Board or staff members involved in a procurement process to avoid any conflict of interest. If this is unavoidable, the Management Board or staff members concerned should make the relevant declaration soonest possible so that the relevant authority of the NGO can decide whether the relevant person(s) should be excluded from a procurement decision. The NGO should also notify the Secretariat in writing as soon as possible of the circumstances involved and the actions taken to remove/ minimise its impact (e.g. with the officers concerned removed from the related duties).

3.4 Engagement of Authorized Persons (APs)/ Consultants for Works Projects

3.4.1 In general, the NGO (if it does not have the in-house expertise) is encouraged to engage APs/ Consultants to prepare design, tender documents and to supervise construction and engineering works. The normal duties of the project APs or Consultants are detailed in **Annex F**.

3.4.2 Since APs/ Consultants are also involved in tender preparation and assessment for works contracts, the requirements about avoiding and/or handling conflict of interest as set out in paragraphs 3.3.1 - 3.3.3 should also be applicable to APs/ Consultants' staff concerned.

3.4.3 Unless otherwise authorised by HB in advance, the fees and payment terms for the APs/ Consultants should adopt the following principles –

- (a) the fee scales and payment terms shall be stipulated in the relevant consultancy agreements;

- (b) time charge payment method should be avoided;
- (c) the total professional fees for a project should not exceed 10% of the Total Cost of Works as defined in (d) below unless otherwise justified and agreed beforehand by HB;
- (d) the Total Cost of Works of a project shall include unless otherwise justified by the NGO and agreed beforehand by HB:-
 - (i) the cost of works itself excluding preliminaries and contingencies;
 - (ii) preliminaries (including site office overheads and insurance, etc.) at 15% of the cost of works where this exceeds \$800,000 (20% of the cost of works if the cost does not exceed \$800,000); and
 - (iii) contingencies at 5% of the sum of cost of works in (i) and preliminaries in (ii) above.
- (e) subject to not exceeding the maximum percentage of payment as stipulated in the relevant consultancy agreements, APs/ Consultants appointed for the works may claim interim payments up to 95% of their approved professional fees upon the issuance of the Certificate of Practical Completion. For the remaining 5%, payment will be retained until satisfactory completion of the final accounts.

Revised in
Mar 2021

- 3.4.4 The procurement of AP/ Consultant's services should follow the principle of competitive bidding as mentioned in Section 3.1 and 3.2 above.
- 3.4.5 If the NGO will engage its own site representative on top of site supervision team of the consultant, the duties of two are to be clearly demarcated and submitted to HB for prior approval to avoid overlapping of duties.
- 3.4.6 A detailed rundown of the tendering procedures for consultancy services from preparation of tender documents to the approval of tender is at **Annex D**.

Chapter 4

Progress Monitoring

4.1 Monitoring of construction/ renovation works

4.1.1 The NGO is responsible for monitoring the progress of its project closely with a view to having it completed on time and within the approved ceiling of the funding.

4.1.2 If, at any time, the NGO foresees any slippage on the progress of works which may result in delay in completion, or significant under-spending of forecast annual expenditure (usually taken as over 10%), the NGO must report this to HB immediately. Likewise, the NGO must report immediately to HB if it foresees significant overspending.

4.1.3 The NGO is required to submit monthly progress reports to HB for information. At half-yearly intervals or otherwise required by HB, the monthly progress report should also include a cashflow forecast of the project. Please also see section 4.4.1 below.

Revised in
Aug 2021

4.1.4 The NGO should also submit to HB a final report within four months from completion of the works and an audited Final Statement of Account within six months from the expiry of the defects liability period of the works. Please also see section 4.4.2 below.

Revised in
Aug 2021

4.1.5 The Secretariat may conduct random site inspections on the works in progress from time to time. To facilitate the site inspections, the NGO is required to permit HB and all persons authorised by HB to enter the site/ premises to see the state and condition.

4.2 Contract Variation

4.2.1 Costs of all design or site variation works should be met from contract contingency and/or project saving. The NGO should ensure the issue of variation orders will not result in exceedance of the approved ceiling of the fund.

4.2.2 The Consultant shall be required to obtain the prior approval of the Employer (the NGO) before issuing major variations, with the exception in emergencies where the order of variations is essential and it is impracticable to seek the prior approval of the NGO.

4.2.3 The NGO is required to obtain the prior approval of HB before granting approval to consultants to issue major variation for which the NGO intends to seek subsidy on the costs, with the same exception as stated in paragraph 4.2.2. The splitting of the variations to circumvent the approval requirement is strictly prohibited.

Revised in
Dec 2023

4.2.4 The NGO is required to obtain the prior approval of HB before granting consent to consultants to issue variations with the net accumulated amount of variations in excess of 5% of contract sum.

Added in
Dec 2023

4.2.5 A major variation in the context of paragraph 4.2.2 and 4.2.3 is defined to be the variation ordered in accordance with the work contract which may commit the NGO to an additional expenditure of a value estimated to exceed HK\$300,000.

Revised in
Jan 2022

4.2.6 The NGO shall allow sufficient time for HB to grant approval for major variation. No retrospective approval is permitted. No variation should be issued after the completion of a Contract. The NGO will be liable for time and cost implications of all major variation orders issued to contractors without prior approval from HB.

4.2.7 The NGO is responsible for monitoring the expenditure under the construction contract to be within the Contract Sum. The NGO should not commit expenditure under the Contract beyond the Contract Sum. If increase in original contract sum becomes necessary, the NGO must seek prior approval from HB. Any expenditure exceeding the Contract Sum without prior written approval from HB will be at the sole risk of the NGO, and the NGO will be liable for all the consequences for expenditure over the Contract Sum without prior approval of HB.

4.3 Completion of Works and Project Finalization

4.3.1 Upon completion of the construction/ renovation works, the NGO should arrange inspections with relevant statutory authorities, government departments, etc. for the issue of occupation permit, fire certificates and other licenses/ permits required for the operation of the completed premises. The NGO should provide the originals or copies where appropriate of the above to HB for reference.

4.3.2 For sites leased on short-term tenancy (STT), the NGO should carry out maintenance works to the premises according to the conditions set out in the STT.

4.3.3 The NGO should have a draft final project account ready for examination by the Secretariat within four months after the expiry of the defect liability

Revised in
Aug 2021

period of the works. The NGO should inform the Secretariat immediately if it anticipates that this time frame cannot be met due to any circumstances.

4.3.4 The draft final project account should cover the following:

- (a) a copy of each works contract and consultancy agreement;
- (b) the final account including all claims checked and confirmed by the NGO;
- (c) an explanation of major variations issued including details and records of prior approval by HB;
- (d) the expenditure on professional fees and expenses, shown separately for each consultant employed and on site supervision, and the relevant supporting documents to substantiate terms of employment and nature of work;
- (e) date of practical completion, extension of time (EOT) with assessment and confirmation by NGO, reasons for EOT, cost implications for EOT if any, and date of making good defects;
- (f) a report of making all good defects; and
- (g) any other supporting documents/invoices as required by HB.

Added in
Aug 2021

4.3.5 The project account will only be considered as finalised when all the comments from the Secretariat on the draft are satisfactorily resolved.

4.3.6 Examination made on the final account will be based on the scope and ambit as approved by the Government and any subsequent changes of which approvals from the Government have been obtained. The Government reserves its right in rejecting any variations/ expenditures that are beyond the scope and ambit of the project and/ or in excess of the original contract sum or approved ceiling of the funding. In this situation, HB may deduct a payment made from the any outstanding grant to the NGO, and/or require the NGO to repay partly or fully the grant received as required by the Government made in respect of unauthorised variations/ expenditures.

4.3.7 Final payment will be made only after the Secretariat has examined the final account and recommended a project cost admissible for the Funding Scheme. If the final admissible project cost is smaller than the amount released from the Funding Scheme, the NGO has to return the excess

amount to the Government. Any requirement exceeding the approved funding will be borne by the NGO. In vetting the final accounts, the Secretariat may conduct site inspections for the completed works. All variations and additional works should be provided in detail and preferably with sketch drawings.

Revised in
Aug 2021

4.4 Progress and Final Reports (for Works)

4.4.1 Referring to section 4.1.3 above, the NGO shall before the 10th day after the first month from the commencement of works and each month thereafter submit to HB a monthly progress report which shall cover the progress and financial position of the project in the preceding month. Slippage to the programme, if any, together with the causes and the mitigation measures should be reflected in the progress reports. The monthly progress reports should also include up-to-date status of the spending, and summary of variations and claims from the contractor(s) of the project. At half-yearly intervals or otherwise required by HB, the monthly progress report should also include a cashflow forecast of the project, the actual timing of the forecasts to be confirmed by HB.

Revised in
Dec 2023

4.4.2 Referring to section 4.1.4 above, the NGO shall, within the time frames specified below or such later date as may be agreed with HB, submit:

- (a) within four months after issuance of the occupation permit (OP), or the completion date of works if OP is not required – a final works report containing (i) an overview of the project; (ii) copy of any as-built record plans and certificate of the completion of the works submitted by the NGO to the Buildings Department; and (iii) copy of the OP; and
- (b) within six months after the expiry of the defects liability period of the works – an audited Final Statement of Account which shall include balance sheet, grant disbursement statement, cash flow statement, accounting policies and explanatory notes; and which shall indicate the balance (if any) and deployment of the grant, certified by an independent auditor. (The NGO should also take note of its duty to submit a draft final project account within four months after the expiry of the defect liability period of the works as detailed in sections 4.3.3 and 4.3.4 above.)

4.5 Annual and Final Reports to be Submitted (during operation stage)

4.5.1 The NGO shall prepare and submit annual report for HB's scrutiny within

two months after the end of each Financial Year throughout the implementation of the project. An annual report shall contain information as required by HB, including but not limited to both a summary of the occupancy statuses of the flat units and an audited statement of the designated account of the project throughout the particular operational year certified by an independent auditor. A final report shall be submitted upon the expiry of four months from the end of the project. The final report shall include information as required by HB including but not limited to both a summary of the occupancy statuses of the flat units, an audited statement of the designated account of the project and a report prepared by suitably qualified person to identify any items of resale value¹⁵ and propose the resale method of such items for HB's acceptance as at the end of the project.

- 4.5.2 The NGO shall seek HB's prior written approval on the proceeds received from the resale of items by way of reinvesting into the project itself or investing into other transitional housing projects so far as the transitional housing projects exists, other social welfare purposes or other purposes as approved by the Government towards the end of the project.

4.6 Ownership of Modular Integrated Construction (MiC) Units

- 4.6.1 In case MiC units are used in the construction of transitional housing, the NGO will have the ownership of the MiC units during the construction and operation period.
- 4.6.2 The NGO shall only assign, transfer and/ or dispose of the MiC units upon the written instruction of the Government at the NGO's cost, which may be included in the subsidized items subject to the approved funding ceiling not being exceeded.
- 4.6.3 The NGO shall ensure the MiC units are managed and maintained upon their construction and until the assignment, transfer and/or disposal of the same.

¹⁵ Items of resale value may include but not limited to structural steels, major plants such as pumps, etc.

Procedures for Project Delivery

Actions	Remarks
I. Application of Funding	
1. Application Received	<p>Based on the information provided, the Secretariat will assess the following:</p> <ul style="list-style-type: none"> (i) Expected benefits of the project, e.g. number of transitional housing units provided, local social services to be provided to the community, etc. (ii) Scope of works (iii) Eligibility of beneficiaries (iv) Proposed tenancy period and rental level of units (v) Technical feasibility (vi) Cost effectiveness (vii) Estimated cost provided with justifications (e.g. from professional consultant or quotation from contractor) (viii) Works programme with milestones (ix) Operation mode and exit plan (x) Other aspects e.g. staffing, financial capability, etc. <p>The Secretariat may ask for additional information from the applicant or refer the application to works departments for technical advice. In case the applicant wishes to apply for the funding by stages, at least items (i) – (v), (viii), and (x) for the consultancy proposed shall be submitted for vetting in the first stage.</p> <p>Please also refer to Annex G for the general requirements for leasing</p>

Actions	Remarks
	arrangement of transitional housing.
II. Project Design and Tender preparation	
2. Approval of Funding	Depending on the project-specific needs, HB may approve the funding of the whole proposed project or first stage funding for NGO to engage Consultants/ Authorised Person (AP) to carry out detailed design and tender preparation, or services providers to carry out further investigations/ surveys (e.g. ground investigation).
3. NGO procures services to carry out further investigations/ surveys (optional)	NGO should follow the procedures set out in the Guidelines about the procurement of services as stated in Chapter 3.
4. NGO appoints Consultants/ AP to prepare detailed design, tender documents and pre-tender estimate	<p>NGO should submit the whole set of quotation/ tender document, the proposed list of invitees for quotations or tenderers, and the pre-quotation/ pre-tender estimate to HB for examination prior to any quotation/ tender invitation.</p> <p>NGO should submit the tender report/ results of quotation exercise to HB for approval prior to award of contract.</p>
III. Tendering of Works Contract	
5. Consultants/ AP prepare pre-tender estimate based on detailed design/ call tenders and submit report to the Secretariat with budget review.	NGO should submit the whole set of quotation/ tender document, the proposed list of invitees for quotations or tenderers, and the pre-quotation/ pre-tender estimate to HB for examination prior to any quotation/ tender invitation and acceptance of any quotation/ tender.

Actions	Remarks
6. Review of tender recommendation/ Stage 2 Approval of Funding	Based on the pre-tender estimate/ tender sum to be awarded, the Secretariat will review the funding to cover the construction and other cost. For projects whereby only staged approval is given to engage Consultants/ AP only, HB will review the funding required to cover the construction and other cost.
7. Consultants/ AP call tenders (If funding approval is based on pre-tender estimate)	
8. NGO awards contract to the contractors.	NGO should submit the tender report/ result of quotation exercise to HB for approval prior to award of contract. The Assessment Committee will be reported before the approval is given.
IV. Construction	
9. Consultants/ AP supervise and monitors progress of construction	The Secretariat will monitor progress of the project. In case of major change to the scope of works, the Secretariat's prior approval is required before actual works commence.
V. Completion and Final Accounts	
10. Contractor hands over the completed project to NGO.	
11. Consultants/ AP prepare final account and fee accounts for the Secretariat's consideration.	The Secretariat will verify final account and arrange payment after detailed checking and site visit.

Requisition Form for costs of Works completed

Title : _____
 The Operator : _____
 Address : _____
 Approved Budget for Disbursement of the Project : _____

Date for Commencement : _____ Date for Completion : _____ Extended Date for Completion : _____
 (as at XXX)

PAYMENT CERTIFICATE (FOR WORKS) NO.

- (1) Estimated value at period ending (date) of :
 (a) Work completed and materials on Site
 (b) Materials off Site
 (c) Other sums due to the Operator

Total estimated value

	\$	¢

- (2) Deduct Retention Money (means such portion of money payable by the Operator to its contractor for works & materials complying with this requisition form) :-

(.....% */ maximum *) on work completed and materials on/off Site

	\$	¢

- (3) Total sum at Certificate No.

Amount certified correct

..... ()
 Quantity Surveyor Date

I certify that the total sum is in accordance with the terms of the Agreement

..... ()
 The Operator's Representative Date

- Note : 1. Detailed breakdown of Quantity Surveyor's assessment with supporting documents such as invoices/bills certified by the Operator, relevant proof of payment made by the Operator shall be provided.
 2. A progress report summarizing the items of works completed with duly certification by the Operator's appointed Authorized Person shall be provided.
 3. The Operator may within 10 days after each month throughout the Term, submit in respect of the preceding month the Requisition Form.

STATEMENT FOR PAYMENT FROM FUNDING SCHEME TO SUPPORT TRANSITIONAL HOUSING PROJECTS BY NGO

- (4) Payment Certificate at (3)
 (5) Deductions
 (a) Previous Payments (see attached statement)
 (b) Other deductions +
 (6) Net sum for payment by (date)

	\$	¢

* Delete as applicable
 + State the grounds for any deduction

Government's Representatives :

Checked by : _____ () Post : Date :	Counter-Checked by : _____ () Post : Date :	Certified Correct and Authorised for Payment by : _____ () Post : Office : Date :
--	--	--

Requisition Form for consultancy fees

Title : _____
 The Operator : _____
 Address : _____
 Approved Budget for Disbursement of the Project : _____

Date for Commencement : _____ Date for Completion : _____ Extended Date for Completion : _____
 (as at XXX)

PAYMENT CERTIFICATE (FOR CONSULTANCY WORK) NO. _____

(1) Estimated value at period ending (date) of :
 (a) Consultancy work ()#
 (b) Other sums due to the Operator

 Total estimated value

	\$	¢

(2) Total sum at Certificate No.

Amount certified correct

..... ()
 The Operator's Project Co-ordinator Date

I certify that the total sum is in accordance with the terms of the Agreement

..... ()
 The Operator's Representative Date

Note : 1. A statement summarizing the items of consultancy work completed with duly certification by the Operator shall be provided.
 2. The Operator may within 10 days after each month throughout the Term, submit in respect of the preceding month the Requisition Form.

STATEMENT FOR PAYMENT FROM FUNDING SCHEME TO SUPPORT TRANSITIONAL HOUSING PROJECTS BY NGO

(3) Payment Certificate at (2)
 (4) Deductions
 (a) Previous Payments (see attached statement)
 (b) Other deductions +
 (5) Net sum for payment by (date)

	\$	¢	

Fill in the type of consultancy work e.g. Lead Architect, etc. A certificate should only cover the fees for one type of consultancy work
 * Delete as applicable
 + State the grounds for any deduction

Government's Representatives :

Checked by : ()	Counter-Checked by : ()	Certified Correct and Authorised for Payment by : ()
Post : Date :	Post : Date :	Post : Office : Date :

Procedures on the Handling of Written Quotations

- (a) Written quotations should be addressed personally to a senior staff member of the NGO in sealed envelopes marked with “Quotation” and the name of the project.
- (b) There should be adequate security measures to prevent possible leakage or tampering of written quotations which should be kept under lock and key as soon as they are received. The key should be kept by a designated officer of an appropriate level.
- (c) Quotations by fax should be avoided. If unavoidable, the NGO shall set aside a fax machine with access control for the quotation purpose.
- (d) If quotations are obtained through e-mail, a dedicated computer terminal with adequate security control and restricted access to the authorized staff member only should be used. The email account receiving quotations shall be protected by password in two portions, each kept by an individual officer. Quotations received via emails with closing date expired at the same time shall be opened under the presence of the two officers keeping password of the email account.
- (e) All quotations received in a particular exercise should be opened at the same time and witnessed. They would then be date-stamped and initialed.
- (f) Any alterations found on opening of quotations should be noted and initialed against.
- (g) Late quotations should not be considered unless the postmark on the envelopes shows that they were posted before the closing date.
- (h) As soon as quotations are opened, a summary should be prepared a list of all invitees and their quotations (or “declines to quote”), and signed by officers present at the opening of the quotations.
- (i) To prevent manipulation of the receipt and opening of quotations, the NGO should segregate the duties specified in this Annex among different officers as far as practicable.
- (j) For Quotations sent by mail or in person:

- using a double locked quotation box with keys kept by two officers to receive quotations; and
- placing the quotations/ quotation box in the safe custody of a staff member not involved in the process.

Tendering Procedures for Consultancy Services and Works Contracts

Preparation of Tender Documents

1. In preparing the tender documents, the NGO should ensure that the following requirements are met: -
 - (a) For preparing the Works contract tender, all approved requirements for the project should be made known to the project consultant(s) before the preparation of tender documents.
 - (b) The list and number of tenderers invited or to be invited should be kept strictly confidential at all times until the award of tender.
 - (c) The tender documents must contain all works within the scope of the funding approved, and any non-subsidised portions should be clearly and separately shown in the tender documents and tender summary.
 - (d) Tenders must be strictly comparable and must include all sums for works to be executed by all tiers of sub-consultants/ sub-contractors.
 - (e) The sums of all tiers of sub-consultants/ sub-contracts and provision for contingency should also be clearly stated in the tender documents.
 - (f) For tender adopting 2-envelope system:
 - (i) predetermining the assessment criteria and disclosing them in the tender documents;
 - (ii) opening price proposal only after technical score is finalised;
 - (iii) disallowing changes in technical score after opening price proposal; and
 - (iv) having separate teams for technical and price assessment if the two assessments are to be conducted in parallel.
2. NGOs are reminded that any deviation from the above requirements may result in delays and additional costs to the project. It is therefore essential

that comprehensive and accurate tender documents are presented and that the tendering procedures are followed strictly to avoid re-submission of documents for approval or re-tendering.

3. NGOs are reminded to include an anti-collusion mechanism such as non-collusive clause or guidelines to prevent collusion in the procurement of consultancy services and/or contractors. A sample of non-collusive clause is in Appendix A to this Annex D for reference.

Approval of Tender Documents

4. Before tenders are invited, all tender documents, the list of proposed tenderers and the invitation letter should be forwarded to the Secretariat for examination.
5. The NGO should invite consultants and contractors under the appropriate category and group of Lists detailed respectively in section 3.2.5 and 3.2.6 of this Guidelines.

Invitation to Tender

6. A record of the tenderers invited to tender should be kept by the NGO or its consultant.
7. Invitation letters may be in English or Chinese and can be issued by e-mail or mail. Tenders should be submitted in a sealed plain envelope clearly marked on the outside with “Tender for (Name of the Project)”.
8. NGOs are advised to assign a senior staff member to oversee the tendering procedure and ensure that it is properly conducted. Special attention is drawn to the need to avoid corruption. Proper record must be kept of the approved tender documents and the list of tenderers invited to tender, together with evidence that the tender invitation has been sent.

Receipt and Opening of Tenders

9. The NGO should arrange for a double-locked tender box at its headquarters with the key held by separate staff members of an appropriate level. Tenders submitted by contractors should be in a sealed plain envelope clearly marked on the outside with “Tender for [the

Name of Project]”.

10. If tenders are sent to the NGO by mail, the NGO should immediately upon receipt of the tenders, place them in the locked tender box. If they are delivered by hand, the persons delivering the tenders should place them in the locked tender box and the NGO should acknowledge receipt of the tenders.
11. The tender box should only be opened at specified time by a tender opening team comprising at least two staff members, one of whom will serve as a witness. Staff members holding the keys of the tender box should not be assigned with the duties of the tender opening team at the same time.
12. The NGO should designate a senior staff member not involved in the evaluation to keep duplicate copies of the tender.
13. Late tenders should not be accepted. They should be date-stamped and initialed by the supervising officer.

Added in
May 2022

Evaluation of Tenders

14. Referring to sections 3.2.3, 3.2.4 and 3.2.10 of this Guidelines for Delivery of Projects, unless otherwise justified and agreed by HB, the highest-ranking tenderer, i.e. the tenderer of the lowest conforming offer (for single-envelope tender) or the tenderer of the lowest eligible offer (for two-envelope tender without combined score) or the offer achieving the highest combined score (for two-envelope tender with combined score), should normally be accepted.
15. General request to tenderers for best offer and the like after the close of tender, which may lead to changing of tender positions, should be prohibited.
16. Post-tender negotiation (including requests to individual tenderers for best offer) should also be avoided as far as practicable. Where unavoidable, such as due to budget and time constraints, or when the offer of the highest-ranking tenderer is notably too high, the NGO should observe the following requirements to ensure equity, transparency, integrity and accountability to prevent abuse arising from such process:

- (a) state in the tender documents that post-tender negotiations might be conducted with selected tenderers (see Appendix B to this Annex D for a sample clause). Generally speaking, the negotiation should be conducted with the highest-ranking tenderer alone first, only when such negotiation fails should the NGO consider negotiating with the second-ranking tenderer, and failing which with the third-ranking tenderer. The process should be limited at most to the three highest-ranking tenderers. Objective criteria (e.g. a preset price range) to determine whether or not to invite the second and/or third-ranking tenderers for post-tender negotiation should be predetermined before tender close;
 - (b) seek the NGO's relevant Management Board/Committee's endorsement on the justifications and the arrangements, including baseline of the negotiation and delegation of appropriate negotiation team (normally led by a senior staff of the NGO), for HB's approval before approaching the selected tenderer(s) for negotiation;
 - (c) confine the negotiations to pricing and matters that do not involve changes to contract requirements (which should then be regarded as value engineering or cost saving exercise as detailed in paragraph 17 below);
 - (d) devise measures to ensure proper execution of the negotiations and fair and equal treatments to all tenderers participating in the negotiations (see Appendix B to this Annex D for further details).
17. Value engineering or cost saving (collectively referred to as VE) exercise should be conducted before issue of tender as far as practicable, with consideration of the pre-tender estimate against the project budget. Where such exercises have to be conducted after opening of price envelopes, e.g. due to budget overrun and failure to cut tender price down by negotiation and time constraint, endorsement of the NGO's relevant Management Board/Committee and HB's approval should be sought in a similar manner to paragraph 16(b) and appropriate measures should be taken to ensure equity, transparency, integrity and accountability. Among others, at most only the three highest-ranking tenderers should be invited and they should be provided with the same list of VE items and the same amount of time for pricing. Since tenderers' involvement may be pragmatically necessary in compiling the list of VE items, the NGO and its consultant team should pay particular attention to ensure that the items are shortlisted in a non-discriminatory manner as not to give rise to

risks or allegations of favouritism to particular tenderer(s). The VE items should be performance/functional based as far as practicable, rather than direct quotes of systems/procedures/brands proposed by the tenderers. The list of VE items should be endorsed by the NGO's relevant Management Board/Committee and then submitted to HB for approval before the VE exercise commences.

18. If it is considered necessary to include optional items in the tender for budget control, the pricing of the items should not be taken into account for tender evaluation, and this tender evaluation arrangement should be stated clearly in the tender documents. In this connection, submission of rates only for the optional items would generally be more preferable. Pre-determined criteria for implementing the optional items (e.g. availability of funding, reasonableness of the pricing of the items, no changing of tender positions) should also be stated in the tender documents. Endorsement by NGO's relevant Management Board/Committee and then HB's approval should be sought before implementing the optional items. The tenderer should also be reminded in the tender documents that the pricing of the optional items shall include all related costs, including preliminaries expenses associated with the carrying out of such works.

Selection of Tenders

19. The tender report should include the following information:-
 - (a) date and closing time for the receipt of tenders;
 - (b) list of tenders received before the closing time showing the name of each tenderer, the tender amount in ascending order and tender validity period;
 - (c) list of consultants/ contractors who have not submitted tenders together with any letters declining the tender invitation;
 - (d) copies of any correspondence with tenderers after receipt of tenders;
 - (e) the tender recommended to be accepted;
 - (f) a confirmation of the NGO and/or the consultant carrying out the tendering exercise that all the procurement requirements under the Guidelines have been complied with;

- (g) together with a tender analysis report which should give: -
- (i) confirmation of arithmetical check on all tenders, indicating all corrections in red. The correction of tender errors should follow the correction rules under ETWB Technical Circular No. 41/2002 ¹;
 - (ii) a comparison of the make-up sections/ unit prices of the lowest three or four tenders;
 - (iii) highlight on any extra-ordinary high or low rate and manifest errors in quantity;
 - (iv) comparison of the recommended tender with the approved estimated cost.
20. If the lowest tender exceeds the approved estimate and if a supplementary grant is required, an application with justifications should accompany the tender analysis report. Approval for supplementary grants must not be taken for granted. Any financial commitment accepted without the approval of HB will be the sole responsibility of the NGO.
21. As letting and administration of works contracts are inherently corruption prone, the Corruption Prevention Department of ICAC is willing to offer corruption prevention advice for NGOs. NGOs should approach ICAC should they need to put in place or review its existing system and safeguards.

Signing of Contract Documents

22. Contracts must not be entered into until official approval has been received from HB. Any financial commitment accepted without the approval of HB shall be the sole responsibility of the NGO. After signing the contract, a certified true copy of the priced contract document (including drawings) between the NGO and the consultant/ contractor should be submitted to HB for record.

1 <https://www.devb.gov.hk/filemanager/technicalcirculars/en/upload/121/1/C-2002-41-0-1.pdf>

Appendix A to Annex D - Sample Non-Collusion Clauses

(To be included in NGO's tender / quotation conditions)*

(Please revise terminology as appropriate, e.g. Employer)

- (a) The tenderer shall ensure that the tender/ quotation* is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the “Non-collusive Tendering Certificate” referred to in sub-clause (c) below), including regarding price, tender/ quotation* submission procedure or any terms of the tender/ quotation*.
- (b) Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (c) The tenderer shall submit with the tender/ quotation* a “Non-collusive Tendering Certificate” (in the form set out at Attachment to this Appendix A²) duly signed by a director/ partner/ sole proprietor of the company³.
- (d) In the event that a tenderer is in breach of sub-clause (a) above or any of the representations and warranties in the “Non-collusive Tendering Certificate”, the Employer shall be entitled to, without compensation to any person or liability on the part of the Employer:
 - (i) reject or invalidate the tenderer's tender/ quotation*;
 - (ii) if the Employer has accepted the tender/ quotation*, withdraw its acceptance of the tender/ quotation*;
 - (iii) if the Employer has entered into the contract with the tenderer, terminate the Contract; and
 - (iv) seek damages or other forms of redress from the tenderer.
- (e) By submitting a tender/ quotation*, a tenderer is regarded to have undertaken to indemnify and keep indemnified the Employer against all

2 User office shall amend the reference “Attachment to this Appendix A” to suit their document in context, e.g. “Appendix to this Special Conditions of Tender/ Quotation*”.

3 For goods and general services contracts, it is to be signed by the authorized person who signs the Offer to be Bound.

* Delete as appropriate.

losses, damages, costs or expenses arising out of or in relation to any breach of sub-clause (a) above or any of the representations and warranties in the “Non-collusive Tendering Certificate”.

- (f) A breach by a tenderer of sub-clause (a) above or any of the representations and warranties in the “Non-collusive Tendering Certificate” may prejudice its future standing as a tenderer or contractor for the Employer.
- (g) The rights of the Employer under sub-clauses (d) to (f) above are in addition to and without prejudice to any other rights or remedies available to it against the tenderer.

Non-Collusive Tendering Certificate

for _____

Contract No. _____ (the “Contract”)

To : The Employer

1. We, (name of the tenderer) of (address of the tenderer), refer to the tender/ quotation* for the Contract (the “Tender/ Quotation*”) and our bid in relation to the Tender/ Quotation*.

Non-collusion

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

and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Employer;
 - (b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to the Employer;
 - (c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender/ Quotation*;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Disclosure of subcontracting

4. We understand that we are required to disclose to the Employer our intended sub-contractors relating to the Tender/ Quotation*, including those which are entered into after the Contract is awarded. We warrant that we will duly disclose such information to the Employer.

Consequences of breach or non-compliance

5. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Employer may, at its discretion and without compensation to any person or liability on the part of the Employer, invalidate our bid, exclude us in future tenders/ quotations*, pursue damages or other forms of redress from us (including

but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/ or (in the event that we are awarded the Contract) terminate the Contract.

6. We understand that under the Competition Ordinance, bid-rigging is serious anti-competitive conduct, and the Employer may, at its discretion report all suspected instances of bid-rigging to the Competition Commission and provide the Competition Commission with any relevant information, including but not limited to information on our bid and our personal information.

Signed for and on behalf of the (tenderer)⁴ :

Signature :

Name :

Position :

(This certificate should be signed by a director/ partner/ sole proprietor of the company⁵.)

Date :

Added in
May 2022

Company Chop :

4 Additional signature blocks will need to be used where the tenderer is comprised of multiple parties.

5 For goods and general services contracts, it is to be signed by the authorized person who signs the Offer to be Bound.

* *Delete as appropriate.*

Appendix B to Annex D – Sample Clauses in Tender Documents and Control Measures for Post-Tender Negotiations

Sample Clause in Tender Documents

Acceptance of Tender

- (a) Normally the *lowest conforming tender / lowest eligible tender / tender with the highest combined score* * [guidance note: for use in single-envelope tender / two-envelope tender without combined score / two-envelope tender with combined score respectively] will be recommended for acceptance, subject to the Employer being satisfied that the recommended tenderer is fully capable (including but not limited to technical and pricing aspects) of undertaking the *Agreement/Contract**.
- (b) Notwithstanding (a) above, the Employer will consider awarding the *Agreement/Contract** to the tenderer who has been determined to be capable of fulfilling the terms of the *Agreement/Contract** and whose tender has been determined to be the most advantageous to the Employer. The Employer is not bound to accept the *lowest tender / tender with the highest combined score* * or any tender it may receive. In addition, the Employer reserves the right to negotiate with any tenderer or cancel the tender exercise. The Employer shall not in any circumstances be liable for any costs, expenses and damages incurred or suffered by the tenderers in connection with the preparation and submission of their tenders, in the event that this tender exercise is cancelled on any ground.

(* delete as appropriate)

Control Measures for Conducting Post-Tender Negotiation

Should the negotiation with tenderers be required, NGO shall observe the following guidelines when seeking HB's approval and conducting the negotiations –

- (a) Be clear about what is intended to be achieved from the negotiations.
- (b) Draw up a checklist of the items to be discussed. The tenderers participating in the negotiations may be given a copy of this checklist so that they know what to discuss and bring the right people to the meeting.

- (c) Determine the baseline for negotiation.
- (d) Consider the necessary fall back positions in case the negotiations fell through and plan ahead.
- (e) Designate of a negotiation team with at least two staff of the NGO and/or its agent. In order to conduct the negotiations non-discriminatorily, the same negotiation team should take part in negotiating with all the tenderers, and the number of representatives allowed from each tenderer should be the same.
- (f) Conduct the negotiations in an official setting and within the defined baseline.
- (g) Do not disclose to any tenderer the baseline or other sensitive information which may give the tenderer an edge over others, including information about other tenders.
- (h) Document the details discussed in the negotiation meetings to facilitate future audit.
- (i) Require the tenderers to confirm in writing their final offers after negotiations.

Note: The guidelines are for general reference only and are not intended to be comprehensive. Negotiators shall conduct negotiations in accordance with their circumstances.

CONFLICT OF INTEREST DECLARATION FORM

**Declaration and Undertakings by Members and Staff
Involved in Preparing Tender**

Documentation including Tender Specifications and Assessing Tenders

[This form must be submitted before tender invitation]

[Agreement/ Contract Title]

Project Title: _____

“WITHOUT conflict of interest” Declaration:

I hereby declare that there is no conflict of interest, whether actual, potential or perceived, between my duties to the organisation in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders, and my financial, professional, commercial, personal or other interests.

2. I undertake to –

- (a) hold in strict confidence all tender information that I have access to through my duties to the organisation in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive or confidential information relating to a tender;
- (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
- (c) declare any actual or perceived conflict of interest with my duties to the organisation in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of

tenders immediately when I become aware of any such conflict; and

- (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.
3. The undertakings in paragraphs 2(a) and (b) above shall not apply:
- (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the organisation or Government who are or are expected to be involved in the course of their duties in the captioned tender exercise or parts thereof.
4. I understand that I may be subject to legal action should I make a false declaration or fail to observe any of my above undertakings.

Signed: _____
Name (block letter): _____
Post: _____
Date: _____

Confirmation of receipt of “WITHOUT conflict of interest” declaration:

[To be completed by a senior member or staff of the NGO]

It is noted that there is no conflict of interest as declared by the above member.

Signed: _____
Name (block letter): _____
Post: _____
Date: _____

CONFLICT OF INTEREST DECLARATION FORM

Declaration and Undertakings by Members and Staff Involved in Preparing Tender

Documentation including Tender Specifications and Assessing Tenders

[Agreement/ Contract Title]

Project Title: _____

“WITH conflict of interest” Declaration:

I declare that there is a conflict of interest (whether actual, potential or perceived) arising between my official duties and my private interests in the preparation of tender documentation including tender specifications and the assessment of tenders for the above *Agreement/ Contract, with details as given below:-

2. Notwithstanding the conflict of interest as declared above, I undertake to –
 - (a) hold in strict confidence all tender information that I have access to through my duties to the organisation in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive or confidential information relating to a tender;
 - (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
 - (c) declare any actual or perceived conflict of interest with my duties to the organisation in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
 - (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.

- 3. The undertakings in paragraphs 2(a) and (b) above shall not apply:
 - (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the organisation or Government who are or are expected to be involved in the course of their duties in the captioned tender exercise or parts thereof.

- 4. I understand that I may be subject to legal action should I make a false declaration or fail to observe any of my above undertakings.

Signed: _____
Name (block letter): _____
Post: _____
Date: _____

Confirmation of receipt of “WITH conflict of interest” declaration and record of remedial action taken:

[Guidance Note: To be completed by a senior member or staff of the NGO]

It is noted that a conflict of interest (whether actual, potential or perceived) exists as declared by the above member/ staff and *the member/ staff has been instructed to cease any further involvement in the tendering exercise of the captioned *Agreement/ Contract with immediate effect./ *the following remedial action has been taken:- / *no remedial action has been taken as it is considered that the above member/staff duties will not be affected due to the following reasons:-

Signed: _____
Name (block letter): _____
Post: _____
Date: _____

** Delete as appropriate*

Normal Duties of Project Authorised Persons or Consultants

Authorised Persons or Consultants are responsible for –

- (a) carrying out a thorough inspection of the site and/ or premises, drawing up tender specifications and drawings on the instruction of the NGO (the Employer) and the requirements of the Government, if any, and ensuring that tender documents are in order and have been appropriately revised in the light of comments made by the Government, where appropriate. All works prepared by the consultant should make reference to the latest edition of the “General Specification for Building”¹ published by the Architectural Services Department;
- (b) drawing up a proposed list of tenderers and submitting under confidential cover to the Employer or its tender board (if one is appointed) for approval;
- (c) inviting and collecting tenders and examining all tenders and submitting a full report and recommendation to the Employer and the Government;
- (d) seeking any necessary clarification or confirmation with the recommended tenderers on his /her tender submission;
- (e) supervising the execution of the work and ensuring that :–
 - (i) the contractor has to execute Insurance Policies as required in the contract and also to ensure that the coverage of the insurance policies taken out by the Employer, the consultant and the contractor do not overlap;
 - (ii) precautionary measures to safeguard the occupants are adequate if the works are carried out whilst welfare services are being provided;
 - (iii) alteration and improvement works carried out fully comply with the terms of the contract;
 - (iv) all necessary drawings are provided on time;
 - (v) all sub-contract works are tendered in good time under the approved programme;

¹ <https://www.archsd.gov.hk/en/publications-publicity/general-specification-for-building.html>

(vi) any necessary extension of the contract period is processed strictly in accordance with the contract and prolongation claim is avoided as far as possible. Subsidy of any such claim(s) or any professional fees thereon will only be given upon satisfactory explanation;

(vii) a quality site supervision plan be prepared setting out the lists of works to be inspected, the inspecting personnel, the inspection frequency, documentation requirement of the inspection for works (e.g. building services installation) not covered by the supervision plans imposed by government departments, inclusive of provision of necessary resident site staff and flat-to-flat inspections before handover;

Revised in
Aug 2021

(f) assuming all statutory duties of Authorized Person and providing Registered Structural Engineer and Registered Geotechnical Engineer (if applicable), and all statutory (Technical Competent Person T3, T5, etc.) site supervisions and inspections in Hong Kong and outside Hong Kong as required by the Buildings Department / Geotechnical Engineer Office;

Added in
Aug 2021

(g) certifying interim payment claims from the contractor;

(h) issuing all necessary certificates concerning the project such as those relating to interim and final payment, completion of the project and future maintenance etc. If the contract is not completed within the specified contract period, Liquidated and Ascertained damage may have to be deducted. In all cases, retention money should be retained in accordance with the contract conditions;

(i) issuing variation orders for works within the scope of the funding approval. HB should be consulted, where applicable, on any departure from the approved scope and quality of work as defined in the tender documents. A detailed final account must be agreed with the contractor and submitted to the Employer within the period stipulated in the contract for onward submission to HB;

(j) ensuring that variation re-measurement has been completed and “provisional” works have been measured and valued properly and accurately; and

(k) apportioning the costs of the works and professional fees to be paid out of the Funding Scheme for approval of HB, where necessary, if non-subsidised works have been included in the project.

Leasing Arrangement of Transitional Housing

1. The following sets out the general requirements for leasing arrangement of transitional housing.

Eligibility of tenant

2. In general, it is expected that the NGO shall invite application for transitional housing from:

Revised in
Dec 2023

- (a) families waiting for public rental housing (PRH) for not less than 3 years (Category A); or
- (b) those who live in severely inadequate housing conditions and are reasonably considered to be in urgent need for community support (Category B).

3. At least 80% of the transitional housing units funded by the Funding Scheme shall be opened for application to Category A applicants. The NGO may reserve not more than 20% of units for Category B applicants to meet their organisational aims for non-profit making purpose.

Revised in
Dec 2023

4. With effect from 1 December 2023, families with babies born on or after 25 October 2023 and having been waiting for traditional PRH for not less than two years are eligible for Category A application for transitional housing. Eligible applicants are required to submit the application for transitional housing before the baby reaches the age of one.

Added in
Dec 2023

5. Regarding the recruitment and selection of Category B tenants, operating organisations should consider the following factors:

Added in
Dec 2023

- (a) All married persons listed on the application form must apply together with their spouses unless they have been referred by a social worker for urgent housing needs due to family problems.
- (b) In general, the total monthly household income and total household net asset value of the applicant's family must not exceed the limits in respect of application for PRH laid down by the Hong Kong Housing Authority. Such limits are subject to review annually. For special cases, the operating organisations may review and consider the cases based on the

actual circumstances of the applicants.

- (c) Operating organisations should comprehensively consider the application if there are any elderly, children under 18, persons with disability and/or family members with other special needs in the household;
- (d) The applicant must have a pressing housing need (to be assessed by the respective operating organisations based on the applicant's actual circumstances), such as having met one or more of the following criteria:
 - i. residing in poor conditions;
 - ii. experiencing housing urgency (e.g. encountering domestic violence, natural disaster, unemployment, sudden eviction);
 - iii. having physical and/or mental health issues (e.g. chronic illness, previous stroke); or
 - iv. having been assessed by a social worker as in urgent need of community support and recommended for transitional housing.

Tenancy period (between the NGO and the tenants)

- 6. The tenancy period shall generally be no less than 1 years unless approved beforehand by HB.

Assessment of application

- 7. The NGO shall handle all applications with an open, transparent and fair manner within reasonable time. The NGO shall submit the assessment procedures of tenancy application of the transitional housing project, including but not limited to criteria listed in sub-item (6) below, for HB approval during the application for funding.
- 8. The criteria to assess application eligibility, assigning priority of application (e.g. by ballot), submission means (e.g. by mail or in person or through application web site) and deadline of application shall be made known to all applicants at time the application process is commenced or announced. The NGO shall seek the Government's prior approval for any subsequent change in these criteria during the course of implementation of the project.
- 9. NGOs and their agents should also adopt the risk control measures set out in the "Tips for NGOs – Selection of Tenants and Allocation of Units in

Added in
Apr 2021

Transitional Housing Projects” published by ICAC¹; otherwise, explanations should be given to HB.

10. In case of any change of the approved rent level initially approved, the NGO shall seek the Government’s prior approval.

¹ https://cpas.icac.hk/EN/Info/Lib_List?cate_id=3&id=2562



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 聯絡人 / Contact Person : _____
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