#### Hire of Secretarial Services in the Republic of Korea

The Hong Kong Economic and Trade Office (Tokyo) (the HKETO) of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (the HKSARG) is inviting quotations from companies to provide secretarial services for the HKETO's liaison and promotional activities in the Republic of Korea (Korea) for the period from 1 April 2025 to 31 December 2025<sup>1</sup>. The scope of required services (Scope of Services) is set out below.

If you are interested, please submit by email to eQuotation\_Box1@hketotyo.gov.hk, separately attaching the two files (one on content and the other on price) in a single email with the subject marked as "Proposal – Secretarial Services for HKETO", no later than 28 February 2025. Late submissions will not be considered.

Your proposal should include the following information :

- (a) a copy of the organisation registration certificate / business registration certificate of your company in Korea;
- (b) a description of your company's background, business structure, establishment, organisation, and nature of business;
- (c) if applicable, your company's experience in working with, working for or advising the HKSARG/HKETO, the Korean government or other governments, together with a list of the clients concerned;
- (d) a description (including the size and location) of the office space that you plan to provide as per paragraph 5(a) of the Scope of Services;
- (e) a CV of the Dedicated Staff that you plan to provide for the HKETO with reference to the requirement set out in paragraphs 8-10 of the Scope of Services;

<sup>&</sup>lt;sup>1</sup> For noting, in the calendar year 2025, the HKETO is tasked with supporting relevant Bureaux/Departments of the HKSAR on two major events in Korea, namely the Asia Pacific Economic Cooperation (APEC) Korea 2025 (during which relevant HKSARG officials will have to attend relevant meetings at different levels in various cities of Korea) and "Hong Kong Week 2025@Seoul" (a major cultural exchange extravaganza organised by the Leisure and Cultural Services Department of the HKSARG). A substantial surge of workload involving a large amount of *ad hoc* and urgent tasks is expected until the end of 2025.

- (f) any manpower plan to engage the Supporting Staff in relation to paragraph 17 of the Scope of Services;
- (g) any pro-innovation proposal on technical means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the delivery of the secretarial service;
- (h) any proposal on environmental protection, sustainability (E) or governance (G) or social responsibility notably the employment of people with disabilities and/or rehabilitated persons (S) (ESG); and
- (i) the monthly service fee (see paragraphs 22-25 of the Scope of Services).

The proposals received will be assessed by the following relative weighting :

Price Score : 50% Technical Score : 50%

While the price score will be assessed according to the information provided under sub-paragraph (i) above, the technical score will be assessed by the information provided under sub-paragraphs (b) to (h) above.

Notwithstanding anything to the contrary in the invitation, the HKSARG reserves the right to disqualify a company on the grounds that the company has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

For enquiries, please contact us by email to eQuotation\_Enquiry@hketotyo.gov.hk, with the subject marked as "Enquiry – Secretarial Services for HKETO".

### Provision of Secretarial Services for Liaison and Promotional Activities of the Hong Kong Economic and Trade Office (Tokyo) of the Government of the Hong Kong Special Administrative Region in the Republic of Korea

### **SCOPE OF SERVICES**

#### **Purpose**

1. The Government of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSARG"), acting through the Hong Kong Economic and Trade Office (Tokyo) ("HKETO"), wishes to appoint a company set up and operated in accordance with the relevant laws of Korea (the selected company, "the Company") to provide secretarial services for the HKSARG/HKETO for its liaison and promotional activities in the Republic of Korea ("Korea").

#### **Background**

- 2. The HKETO, based in Tokyo, is one of the 14 overseas economic and trade offices of the HKSARG and acts as the HKSARG's representative office in Japan and Korea. In Korea, the HKETO's main functions are to promote Hong Kong's economic and trade interests and foster a better understanding of Hong Kong. It provides a focal point of contact for Korean people and organisations interested in Hong Kong and works closely with other Hong Kongrelated institutions such as the relevant branch office/consultant of the Hong Kong Trade Development Council, Invest Hong Kong, and the Hong Kong Tourism Board. Apart from organising promotional activities such as seminars and other large-scale events in Korea, the HKETO also arranges government-related visits to and meetings in Hong Kong and Korea, as well as updating itself regularly on the latest socio-economic developments in Korea.
- 3. As the HKSARG does not have a representative office in Korea, the HKETO needs to engage a local company to provide certain on-theground support when the staff of HKETO conduct the aforementioned liaison and promotional duties in Korea.

### Service Period

4. A period of nine (9) months from 1 April 2025 to 31 December 2025 ("Service Period").

### Secretarial Services

- 5. During the Service Period, the Company is required to provide / perform the following services ("the Secretarial Services"):
  - (a) to provide an office space of no less than 35 square metres in the major business districts of Seoul Special City for the exclusive use by the staff of HKETO for work purposes and storage of equipment / materials (e.g. publicity materials). For the avoidance of doubt, the staff of HKETO shall be given unlimited access to the office space;
  - (b) to provide a correspondence mailing address and a dedicated land-line telephone and fax number for use by the HKETO;
  - (c) to enter into contracts and arrange payments on behalf of the HKSARG/HKETO in relation to the latter's purchases of products and hiring of services (including but without limitation, transportation, venue, event contractor, hotel rooms, temporary helpers, translation and interpretation) in Korea; and
  - (d) throughout the service period, to provide exactly one (1) dedicated full-time staff ("the Dedicated Staff"), subject to paragraphs 7-14, to carry out the following duties
    - (i) supporting the HKETO's liaison and promotional duties in Korea;
    - (ii) handling written and telephone enquiries and correspondence;
    - (iii) providing administrative support in relation to quotations, payment, contracts etc.; and
    - (iv) any other secretarial, administrative or clerical duties as assigned by the HKETO.

6. No subcontracting is allowed.

### **Requirements for the Dedicated Staff**

- 7. Any person designated by the Company as the Dedicated Staff for paragraph 5(d) shall meet the requirements set out in paragraphs 8-10 below.
- 8. The Dedicated Staff in paragraph 5(d) above shall be <u>under full-time</u> <u>employment by the Company</u> in accordance with the relevant laws of Korea, and is <u>fully dedicated</u> to supporting the HKSARG/HKETO. For the avoidance of doubt, the Dedicated Staff will have no employment relations with the HKSARG/HKETO.
- 9. To the satisfaction of the HKETO, the Dedicated Staff must :
  - (a) have a bachelor degree;
  - (b) be a native-speaker of Korean;
  - (c) have excellent command of spoken and written English;
  - (d) have at least two (2) years of work experience in performing secretarial duties or organising, arranging, co-ordinating and advising on liaison and promotional activities/visits in Korea; and
  - (e) have good knowledge and understanding about Hong Kong.
- 10. The Dedicated Staff shall be available to work outside office hours at the request of the HKSARG/HKETO by advance notice. Where applicable, the overtime work is to be compensated by time-off.
- 11. The Company is required to provide only one Dedicated Staff and no more than that.

## Attendance of the Dedicated Staff

- 12. The workstation of the Dedicated Staff shall be located at the office space specified in paragraph 5(a). The working hours of the Dedicated Staff shall be from 9:30 am to 6:30 pm on Monday to Friday except for public holidays in Korea and the annual/sick/maternity leave that the Dedicated Staff is entitled to under the terms of employment by the Company.
- 13. The annual/sick/maternity or any other leave entitlement of the Dedicated Staff is to be determined by the Company, in consultation with the HKETO and in accordance with the relevant laws of Korea, but the annual leave shall not exceed 30 days per annum. The HKETO shall be consulted on when it may be a desirable time for the Dedicated Staff to take annual leave.
- 14. Whenever the Dedicated Staff is on annual leave, sick leave, maternity leave, or by any reason absent from duty, the Company shall arrange another staff member to provide the services as specified in paragraph 5(d), unless the HKETO consents to the otherwise in writing.

## **Replacement of the Dedicated Staff**

- 15. If there is any change of the Dedicated Staff during the Service Period, for instance, in the case of resignation, the Company needs to seek and provide a replacement in a reasonable timeframe as agreed with the HKETO.
- 16. In the absence of the Dedicated Staff, paragraph 14 shall apply.

# Supporting Staff

- 17. Notwithstanding paragraphs 5(d) and 11, in providing / performing the Secretarial Services, the Company may, subject to operational needs, engage one (1) or more full-time or part-time supporting staff ("the Supporting Staff") at its own cost to carry out the duties under paragraph 5(d)(i) to (iv). Such engagement will not be regarded as sub-contracting under paragraph 6 in any case.
- 18. While the Company may make reference as it deems fit, the conditions applicable to the Dedicated Staff (i.e. paragraphs 7 to 16) do not directly apply to the Supporting Staff.

- 19. Provided that the Company has notified the HKETO in advance before engaging or dismissing any of the Supporting Staff, the Company is at liberty to devise its manpower plan concerning the Supporting Staff throughout the Service Period,
- 20. Notwithstanding paragraphs 17, 18 and 19, the HKETO may express disagreement to the engagement or the continuous engagement of any Supporting Staff, and such disagreement shall be made clear and unequivocal in writing. Where such situation arises, the Company shall make its best efforts to address the disagreement.

#### **Government Representative**

21. The HKETO is headed by the Principal Representative (Tokyo). The Deputy Representative (Tokyo) of the HKETO or any person designated by the Principal Representative (Tokyo) in writing ("Government Representative") will act as the liaison officer between the Company and the HKSARG/HKETO and will keep in touch with the Company and monitor its progress and performance.

### Service Fee and Payment

- 22. The HKETO shall pay the Company a monthly service fee in Korean Won during the Service Period in consideration of and subject to the Company's performing the Secretarial Services in accordance with the requirements and to the satisfaction of the HKETO.
- 23. Save as provided in paragraph 24, the Service Fee shall be inclusive of all fees, costs, charges and disbursements incurred by the Company or the Dedicated Staff in the performance of the Secretarial Services, including but without limitation, expenses incidental to the attendance of meetings, costs in relation to the employment of the Dedicated Staff (and where applicable, the Supporting Staff), out-of-pocket expenses such as travelling expenses, air passages, local subsistence allowances for expatriates and others, postage, international telephone calls, facsimile and telex and internet expenses, office and hotel accommodation, copying and printing charges and expenses related to computer facilities that may be incurred by the Company in the carrying out of the Secretarial Services. For the avoidance of doubt, no fee, cost, charge or disbursement whatsoever in addition to the Service Fee shall be charged by the Company or payable by the HKETO in respect of the

Secretarial Services without the prior written agreement of the HKETO.

- 24. The HKETO may, on a case by case basis and subject to:
  - (a) the prior agreement in writing between the HKETO and the Company; and
  - (b) the Company's delivery to the HKETO of original receipts and/or other valid supporting documents acceptable to the HKETO,

reimburse the Company certain out-of-pocket expenses incurred for the sole purpose of performing the Secretarial Services (e.g. venue charges for seminars/receptions of the HKSARG/HKETO, car rentals and interpretation expenses in relation to visits by officials/guests of the HKSARG and HKETO officers).

25. The Company shall invoice the HKETO for each payment of the Service Fee and any claims for reimbursement of out-of-pocket expenses pursuant to paragraph 24 on the last day of each calendar month or on such other date as specified by the HKETO. Invoice of each payment shall only be issued by the Company to the HKETO. Subject to the Government Representative's satisfaction with the Secretarial Services performed for a particular month, the Service Fee for that month shall be payable by the HKETO within thirty (30) days after the HKETO's receipt of the invoice issued by the Company.

## Service Agreement

- 26. The Company will enter into a written agreement ("Service Agreement") with the HKSARG/HKETO. This document (i.e. Scope of Services) shall form part of the Service Agreement.
- 27. The person who is to sign the Service Agreement on behalf of the Company shall have full authorisation of the Company to execute the Service Agreement for and on behalf of the Company.

### **Termination of Service Agreement**

- 28. The HKETO may by written notice immediately terminate the Service Agreement if the Company shall be in breach of any condition or requirement of the Service Agreement which is not capable of being remedied or, in the case of a breach capable of being remedied, such breach shall not have been remedied by the Company within seven (7) days of the receipt of a notice from the HKETO.
- 29. The HKETO may by written notice immediately terminate the Service Agreement if the Company has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.
- 30. The HKETO may by written notice immediately terminate the Service Agreement if the continued engagement of the Company or the continued performance of the Service Agreement is contrary to the interest of national security.
- 31. The HKETO may at any time or times prior to the completion of the Service Period at its option suspend or terminate the Service Agreement by giving the Company seven (7) days' prior written notice of such suspension or termination.
- 32. The suspension or termination of the Service Agreement shall not prejudice or affect any rights of action or other remedies which may have accrued to the HKETO or the Company.
- 33. The Company will be paid for Secretarial Services properly performed up to the date of suspension or termination. The Company shall not be entitled to compensation on remaining services of the Service Period which have not been performed.

## **Dispute Resolution**

- 34. The parties shall first refer any dispute or difference arising out of or in connection with the Service Agreement to mediation in accordance with the HKSARG Mediation Rules prevailing at the time.
- 35. If the said dispute or difference is not settled by mediation according to paragraph 34 above, a party may institute litigation in respect of

the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Hong Kong Economic and Trade Office (Tokyo) The Government of the Hong Kong Special Administrative Region February 2025