

**Guide to Application for  
Pilot Information Technology Development  
Matching Fund Scheme for Travel Agents**

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## **1. General**

### **1.1 Background**

1.1.1 In the Budget Speech delivered on 24 February 2016, the Financial Secretary of the HKSAR Government (“Government”) introduced a number of measures to support the travel industry, one of which was to allocate HK\$10 million for setting up the Pilot Information Technology Development Matching Fund Scheme for Travel Agents (“Pilot Scheme”), under which small- and medium-sized travel agents would be subsidised, through the Travel Industry Council of Hong Kong (“TIC”), on a matching basis, to make use of information technology so as to enhance their competitiveness in the local or overseas market.

1.1.2 In view of the positive feedback of the trade, the Government has allocated an additional funding of HK\$30 million in 2018-19 to the TIC for continuing running and enhancing the Scheme, so as to encourage more small- and medium-sized travel agents to make use of information technology, including elevating service quality, strengthening information system security, improving crowd management of inbound tour groups, etc.

1.1.3 This Guide provides the details of the Pilot Scheme, including the application eligibility, application procedures, vetting criteria and funding arrangements.

### **1.2 Objective of Pilot Scheme**

The objective of the Pilot Scheme is to provide funding for eligible small- and medium-sized travel agents to adopt relevant information technology for upgrading their productivity and service quality, and strengthening their competitiveness in the local or overseas market.

### **1.3 Funding Amount and Basic Principles**

1.3.1 The Government has set aside a total of HK\$40 million for the Pilot Scheme to provide matching funding on a one-for-one basis for projects which are to be implemented by eligible travel agents and which are consistent with the objective of the Pilot Scheme.

1.3.2 Where an application for funding is successful (“approved project”), the

Government will fund a maximum of 50% of the total approved cost of a project or HK\$100,000 (whichever is lower). The applicant will have to contribute no less than 50% of the total approved cost of a project in cash.

- 1.3.3 The maximum number of approved projects for each eligible travel agent is **two projects**, one of which must serve the purpose(s) of adopting the electronic levy system and/or strengthening the security of the travel agent's information technology system.

## 1.4 Secretariat

As the implementation partner and the Secretariat of the Pilot Scheme, the TIC will handle enquiries, process applications, support the Vetting Committee, monitor project implementation, effect payments and evaluate overall effectiveness of the Pilot Scheme.

## 2. Eligibility Criteria

### 2.1 Eligibility of Applicants

- 2.1.1 All small- and medium-sized travel agents which have obtained and hold a valid travel agent's licence under the Travel Agents Ordinance (Cap. 218), have substantive travel agent business in Hong Kong and employ fewer than 50 persons<sup>1</sup> in Hong Kong are eligible to apply for the Pilot Scheme.
- 2.1.2 Related enterprises, i.e. enterprises registered as different businesses under the Business Registration Ordinance (Cap. 310) but having the same individual(s) holding 30% or more ownership, will be treated as one single enterprise for the purpose of calculating the aggregate number of approved projects and the aggregate funding amount (i.e. subject to the funding ceiling of each approved project at HK\$100,000). Applicants are required to declare in the application form as to whether any of their related enterprises have applied for or received funding under the Pilot Scheme at the time of application.

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<sup>1</sup> "Number of persons employed" shall include proprietors/partners/shareholders actively engaged in the work of the business, and all salaried employees of the enterprise at the time of submitting applications. Such employees, including full-time or part-time salaried personnel, both permanent and temporary, shall be directly paid by the enterprise.

## **2.2 Eligibility of Projects**

2.2.1 Projects to apply for the Pilot Scheme shall meet its objective. Such projects as advertisements at online platforms that solely promote the business of the travel agents concerned are not eligible. Each approved project shall be completed within 12 months.

2.2.2 Projects or specific parts thereof that have received or will receive funding from other Government sources, or sponsorships or donations from sources other than the Government are not eligible for funding under the Pilot Scheme. Applicants, at the time of submitting applications, have to declare in their applications that the proposed projects or specific parts thereof have not received such other funding, sponsorships and/or donations, and are not applying for such other funding, sponsorships and/or donations at the time of application.

## **2.3 Eligibility of Technologies**

Eligible technologies shall be able to help the applicants upgrade their productivity and service quality, and strengthen their competitiveness in the local or overseas market. A list of typical technologies is at **Annex A**. Any other relevant technologies will also be considered by the Vetting Committee on the merits of individual applications.

# **3. Application**

## **3.1 Application Submission**

3.1.1 Subject to the fund availability, the Pilot Scheme is open for applications every four months, with each application period lasting for two months. Details will be announced on the website of the TIC ([www.tichk.org](http://www.tichk.org) → “Industry Subsidy Schemes” → “IT Matching Fund”).

3.1.2 If the project has received or will receive funding from other Government funding schemes (e.g. the Information and Technology Fund, the SME Funding Schemes, the Technology Voucher Programme, and the Dedicated Fund on Branding, Upgrading and Domestic Sales), the project will not be considered by the Pilot Scheme.

## 3.2 Procedures

3.2.1 The applicant shall complete the application form, which can be obtained from the Secretariat or downloaded from the website of the TIC ([www.tichk.org](http://www.tichk.org) → “Industry Subsidy Schemes” → “IT Matching Fund”). The application form is available in English and Chinese and may be completed in either language. No application fee is charged.

3.2.2 This Guide to Application and some frequently-asked questions can be downloaded from the website of the TIC ([www.tichk.org](http://www.tichk.org) → “Industry Subsidy Schemes” → “IT Matching Fund”).

3.2.3 The applicant is required to declare in the application form whether any of its related enterprises have applied or are applying for, or have received funding under the Pilot Scheme at the time of application. Related enterprises, i.e. enterprises registered as different businesses under the Business Registration Ordinance but having the same individual(s) holding 30% or more ownership, will be treated as one single enterprise for the purpose of calculating the aggregate number of approved projects and the aggregate funding amount (i.e. subject to the funding ceiling of each approved project at HK\$100,000).

3.2.4 The applicant is required to submit the following documents:

- (i) a duly completed and signed application form, together with a soft copy of the completed application form (preferably in MS Word format);
- (ii) a copy of the Business Registration Certificate and a copy of the travel agent’s licence of the applicant; and
- (iii) documentary proof showing the personal details of owners/shareholders holding 30% or more ownership (e.g. Form 1(a) of the Business Registration Office, Annual Return of the Companies Registry (Form AR1), etc.)

The applicant may be required to submit the originals of the above documents for verification upon request by the Secretariat.

- 3.2.5 The applicant shall also provide a detailed budget with itemised expenditures in accordance with the format in the application form for the purpose of vetting and approval. Only the costs directly incurred for the proposed project may be approved.
- 3.2.6 Funding provided by the Government shall not be used to subsidise the daily or routine operating expenditures of the applicant (e.g. salaries of existing staff, general administrative and office expenses, advertising expenses, etc.), office rental/renovation expenses, utility expenses, entertainment expenses, meal expenses, capital financing costs of mortgages, interest loans or overdrafts, credit assurance fees for transactions, legal fees associated with legal actions such as those against trademark infringement, payment of tax, and any unspecified costs (such as sundry and contingency expenses).
- 3.2.7 Funding provided by the Government shall be used for:
- (i) purchase, rental or subscription of **customised** equipment/hardware, software and technological services or solutions that **form an essential part of the project**; and
  - (ii) purchase, rental or subscription of **off-the-shelf/readily available** equipment/hardware, software and technological services or solutions that **form an essential part of the project**. Subscription-based technological services or solutions (e.g. cloud-based services) may be permitted for funding support for up to 12 months irrespective of the completion of other project deliverables, provided the cost to be incurred only covers the project duration. In general, the costs of such equipment/hardware/software/services or solutions should constitute **no more than 50% of the project cost**.
- 3.2.8 All items purchased, rented or subscribed with Government funding should be licensed products that do not infringe any third-party intellectual property rights.
- 3.2.9 The duly completed application form together with the supporting documents shall be sent to the Secretariat by post and by email:
- (i) By post: mark “Pilot Scheme Application” on the envelope and post to the Travel Industry Council of Hong Kong, Rooms 1706-09, Fortress Tower, 250 King’s Road, North Point, Hong Kong



- (ii) By email: [pilotscheme@tichk.org](mailto:pilotscheme@tichk.org)

3.2.10 The applicant shall maintain a valid email account for communication with the Secretariat. Acknowledgement will be sent to the applicant via email upon receipt of an application by the Secretariat.

### **3.3 Processing of Application**

3.3.1 Applications will be processed in batches. Applicants should pay attention to the cut-off date of each batch of applications, which will be announced on the website of the TIC ([www.tichk.org](http://www.tichk.org) → “Industry Subsidy Schemes” → “IT Matching Fund”). Any applications received by the Secretariat after a certain cut-off date will be processed with the next batch of applications to be received by the next cut-off date.

3.3.2 The Secretariat reserves the right to reject an application on any of the following grounds, including:

- (i) a petition is presented or a proceeding is commenced or an order is made or a resolution is passed for the winding up or bankruptcy of the applicant; or
- (ii) a false, inaccurate or incomplete statement or representation is contained in the application, or a promise or a proposal which cannot be fulfilled or delivered is made knowingly or recklessly; or
- (iii) the applicant is in default of its obligation(s) under another grant agreement entered into with the Government, whether or not in relation to the Pilot Scheme; or
- (iv) after submission of the application, the travel agent’s licence of the applicant is suspended or revoked by the Registrar of Travel Agents according to the Travel Agents Ordinance; or
- (v) the applicant cannot provide documentary proof of its eligibility.

### **3.4 Resubmission**

An application that has been rejected may be resubmitted only if it has been revised substantially or it is supported by new proof to address the issues of concerns raised by the Vetting Committee or the Secretariat. A resubmitted application will be treated as a new application and will be subject to the same vetting procedures.

### **3.5 Withdrawal**

The applicant can write to the Secretariat to withdraw its application at any time before entering into a funding agreement with the Secretariat. Such withdrawal is irrevocable.

## **4. Vetting and Approval Procedures**

### **4.1 Vetting Procedures**

4.1.1 Upon receipt of an application, the Secretariat will conduct a preliminary screening and may seek, if necessary, clarification or supplementary information from the applicant.

4.1.2 After screening, the Secretariat will submit the application together with its comments to the Vetting Committee for consideration.

4.1.3 The Vetting Committee, which comprises two representatives from the travel industry, two information technology experts, two independent persons from outside the travel industry, as well as two representatives from Government departments, will consider whether or not to approve the applications.

### **4.2 Avoidance of Conflicts of Interest**

4.2.1 To avoid conflicts of interest, members of the Vetting Committee and the Secretariat are required to declare their general pecuniary interests on appointment and annually thereafter, in addition to declaring any conflicts of interest that may arise from any particular application. Where appropriate, the Chairman of the Vetting Committee may request the members/staff concerned to refrain from participating in the discussion and vetting of the relevant application.

4.2.2 Applicants shall not approach members of the Vetting Committee to avoid affecting the impartiality of their advice.

### **4.3 Vetting Criteria**

4.3.1 All applications will be considered by the Vetting Committee based on their individual merits. The main assessment criteria include:

- (i) eligibility of the applicant;
- (ii) fulfillment of the objective of the Pilot Scheme on the part of the proposed project, namely that in the foreseeable future, the project can help the applicant upgrade its productivity and service quality; and strengthen its competitiveness in the local or overseas market by adopting relevant information technology;
- (iii) the anticipated results of the proposed project, including strengthening market promotion, enhancing business workflow, reducing cost, improving staff efficiency and customer services;
- (iv) reasonableness of the proposed cost, including how it is compared with market prices of the equipment, hardware, software, information technology services or solutions in question, and whether individual items of the expenditures are directly related to the implementation of the project;
- (v) practicality and timeline of the proposed project, including whether the proposed equipment, hardware, software, information technology services or solutions are practical, and whether the project can reasonably be completed within the proposed project period; and
- (vi) other factors that are considered relevant by the Vetting Committee.

4.3.2 If a project is worthy of support in principle, the amount of funding will be decided by the Vetting Committee with reference to the approved cost of the project.

#### **4.4 Notification of Results**

- 4.4.1 After receipt of the application forms and all supporting documents by the Secretariat, the applicants will normally be informed of the vetting results within four months after the cut-off date of each batch of applications.
- 4.4.2 If an application is approved by the Vetting Committee, the applicant will be informed of the result, which includes the amount of funding (not necessarily the same as the amount applied for), and any terms and conditions that may be imposed by the Vetting Committee in addition to the standard terms and conditions. The applicant is required to submit quotations pursuant to paragraph 5.2 of this Guide.
- 4.4.3 If an application is declined, reasons will be provided. Please refer to paragraph 3.4 for resubmission of applications.

### **5. Funding Agreement**

#### **5.1 Agreement**

- 5.1.1 Each successful applicant (“grantee”) is required to enter into a funding agreement with the TIC to become a funding recipient of the Pilot Scheme.
- 5.1.2 The funding agreement covers: (1) the matters and terms and conditions as specified in this Guide, and (2) any other matters and terms and conditions as required by the Vetting Committee or the Secretariat.

#### **5.2 Submission of Quotation Document**

- 5.2.1 Before entering into a funding agreement with the TIC, a grantee shall submit the requisite number of quotations to the Secretariat within two months upon notification of the vetting result. The procurement procedures are detailed in section 6 of this Guide.

## 6. Procurement

### 6.1 Procedures

- 6.1.1 The grantee shall exercise the utmost prudence in procuring equipment, hardware, software, information technology services or solutions or other products or services for the project and shall adhere to the following procedures (unless the prior written consent of the Secretariat is obtained):
- 6.1.2 For every procurement of equipment, hardware, software, information technology services or solutions or other products or services in relation to or for the purposes of the project, with the aggregate amount not exceeding HK\$50,000, the grantee shall invite at least two suppliers/service providers/consultants/contractors, which can provide such equipment or products or services, for written quotations and accept the lowest bid. Full justifications shall be given if fewer than two suppliers/service providers/consultants/contractors are invited for quotations. If the lowest bid is not selected, the grantee must obtain prior written consent from the Secretariat with full justifications given.
- 6.1.3 For every procurement of equipment, hardware, software, information technology services or solutions or other products or services in relation to or for the purposes of the project, with the aggregate amount exceeding HK\$50,000 but not HK\$300,000, the grantee shall invite at least three suppliers/service providers/consultants/contractors, which can provide such equipment or products or services, for written quotations and accept the lowest bid. Full justifications shall be given if fewer than three suppliers/service providers/consultants/contractors are invited for quotations. If the lowest bid is not selected, the grantee must obtain prior written consent from the Secretariat with full justifications given.
- 6.1.4 For every procurement of equipment, hardware, software, information technology services or solutions or other products or services in relation to or for the purposes of the project, with the aggregate amount exceeding HK\$300,000 but not HK\$1.4 million, the grantee shall invite at least five suppliers/service providers/consultants/contractors, which can provide such equipment or products or services, for written quotations and accept the lowest bid. Full justifications shall be given if fewer than five suppliers/service providers/consultants/contractors are invited for quotations. If the lowest bid is not selected, the grantee must obtain prior written consent from the Secretariat

with full justifications given.

- 6.1.5 For every procurement of equipment, hardware, software, information technology services or solutions or other products or services in relation to or for the purposes of the project, with the aggregate amount exceeding HK\$1.4 million, the grantee shall adopt open and competitive tender procedures, and publicise the tender notice through channels which are easily accessible by the general public (e.g. internet, local newspapers).
- 6.1.6 A sample of the quotation invitation document is at **Annex B**. For tenders to be invited under paragraph 6.1.5 above, the Secretariat will offer advice on the tender document.
- 6.1.7 The grantee shall ensure the principles of openness and fairness for procurement, competitiveness of the procurement process and appointment of reasonable qualified vendors. The grantee shall, upon the request of the Secretariat, provide full justifications for inviting or selecting suppliers/service providers/consultants/contractors or lessors, including but not limited to the company profile, year of establishment, number of staff, core business, area of specialty and job references. The Secretariat reserves the right to eliminate vulnerable or unqualified suppliers/service providers/consultants/contractors or lessors, and request the grantee to conduct the procurement process afresh.
- 6.1.8 Unless prior written approval is obtained from the Secretariat, the grantee, or any person authorised by the grantee to conduct invitation of quotations or tenders or in any way involved in the quotation or tender exercise, shall not participate in the bidding exercise.
- 6.1.9 When the procurement process is completed, the grantee shall submit copies of the relevant documents to the Secretariat.
- 6.1.10 A list of potential suppliers is at:  
[http://www.tichk.org/public/website/b5/industry\\_subsidy\\_scheme/IT\\_matching\\_fund/IT\\_service\\_providers.pdf](http://www.tichk.org/public/website/b5/industry_subsidy_scheme/IT_matching_fund/IT_service_providers.pdf) for reference.

## **6.2 Avoidance of Conflicts of Interest**

In engaging any service provider(s)/consultant(s)/contractor(s) for implementing the project, the grantee must not engage a service provider/consultant/contractor, whose

owner(s), shareholder(s), or management is/are the owners, shareholders, management of the grantee, their relatives or close friends.

### **6.3 Segregation of Duties**

The grantee shall, as far as possible, segregate the duties in the procurement process (including the assignment of different staff members to source suppliers/service providers/consultants/contractors or lessors for invitation of quotations or tenders, to approve quotations or tenders, and to certify receipt or completion of the products or services). Furthermore, the acceptance of an offer can only be approved or endorsed by another staff member not lower than the rank of the staff member responsible for the work of quotations or tenders.

### **6.4 Handling of Cash Payment**

6.4.1 Subject to paragraph 6.4.2, the grantee shall pay for the procurement of the project's equipment, hardware, software, information technology services or solutions or other product or services through non-cash means (such as credit card, cheque, bank transfer).

6.4.2 Procurement of equipment, hardware, software, information technology services or solutions or other products or services for the project may be made in cash, provided that the total amount in one single transaction shall not exceed HK\$5,000 and with reasonable justifications.

6.4.3 For the avoidance of doubt, any single transaction with the total amount exceeding HK\$5,000 shall not be made in cash unless prior written approval is obtained from the Secretariat.

## **7. Reporting Requirements**

### **7.1 Completion Report**

7.1.1 A grantee shall complete each approved project within 12 months from the date of signing of the funding agreement with the TIC.

7.1.2 The grantee is required to submit a completion report to the Secretariat within three months of completion of each approved project. The content of the completion report shall include but is not limited to the items below:

- (i) a summary of the information technologies adopted and the experience gained;
- (ii) a statement with explanations as to any deviation from the project (including the amount of project expenses) as approved by the Vetting Committee; and
- (iii) the project deliverables and results.

7.1.3 The Secretariat will compare the completion report with the contents of the project proposal in the application form appended to the funding agreement, and any additional terms and conditions as imposed by the Vetting Committee (if any), with a view to reviewing and evaluating the project deliverables and benefits. The grantee shall immediately provide clarification and additional information in response to the enquiries raised by the Secretariat in respect of the completion report. The Secretariat may conduct on-site inspection to verify individual projects' deliverables and benefits. The Secretariat has the right to request access to any information related to the project.

## **7.2 Financial Report**

7.2.1 The grantee is required to submit audited accounts for the period from the project commencement date to the project completion date or the expiry or termination date of the funding agreement (together with the completion report as set out in paragraph 7.1) no later than three months after completion of each approved project or the expiry or termination of the funding agreement or by such other date as the Secretariat may approve in writing.

7.2.2 The audited accounts shall record all income and receivables, including the funding granted by the Government under the Pilot Scheme, and the cash contribution made by the grantee and expenditure for the project. The audited accounts shall comprise a statement of income and expenditure, balance sheet, notes to the accounts and the auditor's report. The accounts of a project shall be properly prepared from and consistent with the books and records of the project.

7.2.3 Late submission of the audited accounts may lead to suspension or termination of the funding for the project.



7.2.4 Any breach of the funding agreement, lack of discipline in financial management and mishandling of public funds by a grantee will be kept in records and taken into account by the Vetting Committee and the Government in considering future applications from the same grantee or the project team. Any such records, therefore, may prejudice that grantee's future applications under the Pilot Scheme.

### **7.3 Auditing Requirements**

7.3.1 To ensure that funding for an approved project has been solely and properly applied to the project and expended/received in accordance with the approved budget, the required accounts shall be audited by an independent auditor who shall be a Certified Public Accountant (Practising) registered under the Professional Accountants Ordinance (Cap. 50) ("the auditor"). The grantee shall specify in the engagement letter for the employment of the auditor that he/she shall strictly follow the requirements stipulated in the latest version of the Notes for Auditors of Grantees issued by the Secretariat in conducting audits and preparing the auditor's report for each project. The engagement letter shall also specify that the Secretariat, the Government and their authorised representatives shall have the right to communicate with the auditor on matters concerning the project accounts and the supporting statements. In conducting the audits, the auditor shall comply with the relevant standards and statements of professional ethics issued and updated from time to time by the Hong Kong Institute of Certified Public Accountants. In the audited accounts, the auditor is required to express an opinion based on his/her audits in accordance with the Notes for Auditors of Grantees as to whether the grantee has complied, in all material respects, with all the requirements set out in the funding agreement and to make full disclosure of any material non-compliance.

7.3.2 In respect of each approved project, the grantee may be reimbursed with a maximum of HK\$1,000 for the preparation of the audited accounts if the funding granted for that project is less than the funding ceiling of HK\$100,000. The grantee shall provide the invoice to the Secretariat upon submission of the audited accounts for processing the reimbursement.

### **7.4 Books and Records**

7.4.1 The grantee shall keep a proper and separate set of books and records for the project. The books and records shall be maintained in such a manner as to

enable the production of the statement of income and expenditure by, for example, having items in the same format as shown in the approved budget. All transactions relating to the project shall be properly and timely recorded in its books of accounts.

7.4.2 The accrual basis of accounting shall be adopted for the project, namely that expenditure is reported in the accounts after the equipment or products have been received or services delivered. Moreover, the expenditure so reported shall be incurred within the project duration only and shall be fully settled no later than two months after completion of the project. All income and expenditure of the project, including the funding granted by the Government and the cash contribution made by the grantee shall be fully and properly recorded in the books and records in accordance with the funding agreement, and all requirements, instructions and correspondence issued by the Secretariat in respect of the project.

7.4.3 The grantee is required to maintain, during the continuance of the funding agreement and for a minimum of seven years after completion of the project or the expiry or termination of the funding agreement, full and proper books of accounts and records of the project (including receipts, counterfoils, vouchers, quotations and tendering documents and other relevant documents). The Secretariat, the Government and their authorised representatives shall have access to all or any of the books and records for conducting audits, inspections, verification and copying at any time upon reasonable notice when such books and records are kept. Upon receipt of such notice, the grantee is required to make available all books of accounts and records of the project and explain to the Secretariat, the Government and their authorised representatives any matters relating to the income, expenditure or custody of any money derived from the project. The Government reserves the right to require the grantee to return any misspent amount together with the interest accrued to the Government.

## **7.5 Others**

7.5.1 If so required by the Secretariat, the grantee shall make presentation(s) to the Vetting Committee in respect of the outcome of its approved project and the implementation status of the project deliverables.

7.5.2 If so required by the Secretariat, the grantee shall, after the completion of its approved project, complete and return a post-project evaluation questionnaire on

its views on the effect of the project, administration and support of the Secretariat, and the Pilot Scheme.

## 8. Funding Arrangement

- 8.1 Disbursement of the approved amount of funding will normally be made upon:
- (i) successful implementation of the project and production of the project deliverables by the completion date specified in the funding agreement or by such other date as the Secretariat may approve in writing;
  - (ii) due compliance with the funding agreement;
  - (iii) submission of the completion report and the audited accounts no later than three months after completion of the project or by such other date as the Secretariat may approve in writing to the satisfaction of the Secretariat and in compliance with the requirements set out in section 7; and
  - (iv) submission of proof showing that the grantee has duly made the cash contribution which matches the funding on a one-for-one basis, together with the completion report and the audited accounts mentioned above; and
  - (v) the grantee must still hold a valid travel agent's licence at the time of disbursement of the approved funding by the Secretariat.
- 8.2 Any other form of disbursement may only be approved exceptionally upon request by the grantee. More stringent reporting requirements may apply at the discretion of the Secretariat.
- 8.3 The Secretariat reserves the right to withhold or discontinue the disbursement of any part of the funding to a grantee if it fails to comply with the terms and conditions stipulated in the funding agreement. Under such circumstances, the Secretariat will inform the grantee of the reason for withholding or discontinuing the disbursement.
- 8.4 The grantee shall not demand any interest from or claim any compensation or relief against the Secretariat, the Vetting Committee or the Government for any of its expenses incurred as a result of the Secretariat having withheld or discontinued the disbursement of the funding in any circumstances and for any

reasons.

## **9. Risk and Title to the Products, Software and other Assets**

- 9.1 The full legal and equitable title and interest in any products, software and other assets shall be vested with the grantee.
- 9.2 The grantee shall maintain a register to account for all products, software and other assets purchased for its project under the Pilot Scheme.
- 9.3 The grantee shall keep all products, software and other assets funded for the project under the Pilot Scheme for two further years after completion of the project, and make such products, software and other assets available for the Secretariat's inspection upon request.
- 9.4 The grantee shall seek prior written approval from the Secretariat before it transfers, sells or disposes of any of the products, software and other assets for the project under the Pilot Scheme on any date earlier than the one specified in paragraph 9.3.
- 9.5. All risks in the products, software and other assets (including losses, damages, liabilities, etc.) for the project shall be borne by and remain with the grantee.

## **10. On-site Monitoring**

- 10.1 The Secretariat may, at any time during the period from the signing of the funding agreement up to two years after the completion of the project, visit the venue(s) where the project items are installed or used to ensure that the installation and use comply with the requirements of the approved application. Such visit(s) may be arranged with or without advance notice.
- 10.2 The grantee shall afford all reasonable assistance in such visits, allow the Secretariat or its authorised representatives to access and inspect the computer system, software, application, etc. procured for the project under the Pilot Scheme, and produce such books and records as may be required.

## **11. Publicity and Acknowledgement**

### **11.1 Participation in Publicity**

The grantee is required to share its experience gained in implementing the project approved under the Pilot Scheme with other enterprises, and participate in the publicity and promotional activities of the Pilot Scheme when invited by the Secretariat or the Government to share its experience gained in the project. These activities may include seminars, workshops, conferences, exhibitions, etc. as well as site visits to the premises of the grantee as arranged by the Secretariat or the Government. The grantee will also need to contribute materials for publication to share its experience when requested by the Secretariat or the Government. The grantee cannot charge the Secretariat or the Government any fees for participating in these activities or contributing such materials for publication.

### **11.2 Acknowledgement of Support and Disclaimer**

11.2.1 The grantee is allowed to publicise its participation in the project funded under the Pilot Scheme and the project results on its own through publications, seminars, workshops, conferences, exhibitions, site visits, etc. with prior notice to the Secretariat. Acknowledgment of funding shall appear on all products, services, publicity/media events and publications related to the project funded under the Pilot Scheme.

11.2.2 The following disclaimer shall be included in any publicity, media events and publication related to the project:

*“Any opinions, findings, conclusions or recommendations expressed in this material/event (or by the travel agent grantee) do not reflect the views of the Government of the Hong Kong Special Administrative Region, the Travel Industry Council of Hong Kong, or the Vetting Committee of the Pilot Information Technology Development Matching Fund Scheme for Travel Agents.”*

## **12. Miscellaneous**

### **12.1 Appointment of Project Coordinator**

The grantee is required to appoint a project coordinator who will be responsible for overseeing the implementation of the project, monitoring the proper use of funds in

accordance with the approved budget, terms and conditions of the funding agreement, exercising economy and prudence in the use of funds, liaising with the Secretariat and attending relevant meetings on the project as necessary.

## **12.2 Requirements for Prior Approval**

An approved project has to be carried out strictly in accordance with the funding agreement. Any modifications, amendments or additions to the project or the funding agreement, including but not limited to change of project duration, project scope or budget, or replacement of the project coordinator, shall require the prior written approval of the Secretariat. Reasons for the aforementioned changes together supporting documents must be provided by the grantee.

## **12.3 Suspension or Termination of a Project**

12.3.1 The Secretariat, after consultation with the Vetting Committee, reserves the right to suspend or terminate the funding for an approved project. Circumstances which warrant suspension or termination of funding may include but are not limited to unsatisfactory project progress, a slim chance of project completion, failure to submit the completion report or audited accounts within the stipulated deadlines, non-acceptance of the report or accounts concerned by the Secretariat and the Government, a breach of the terms and conditions of the funding agreement by the grantee; or the Secretariat and the Government seeing it fit to terminate the project in public interest. The grantee may be required to return all or part of the funding disbursed in respect of the project together with all administrative, legal and other costs and interest (regardless of whether the grantee has already spent the funding or not).

12.3.2 Once a project is suspended or terminated, the grantee shall not be entitled to the receipt of funding under the Pilot Scheme, and any cost incurred in the project after suspension or termination of the funding will be solely borne by the grantee.

## **12.4 Assignment**

12.4.1 Unless prior written approval is obtained from the Government, the grantee shall not assign, transfer, subcontract or dispose of any or all of its interests, rights, benefits or obligations under the funding agreement.

12.4.2 The grantee shall obtain the approval of the Secretariat before engaging the services of independent service providers on its own to assist itself with its duties under the funding agreement, provided that the grantee shall:

- (i) not be relieved from any of its obligations and duties under the funding agreement by engaging any such independent service providers and shall remain liable to the Secretariat for the performance of such obligations and duties;
- (ii) remain liable for any acts or omissions of any such independent service providers as if such acts or omissions were its own; and
- (iii) secure binding obligations and duties from all such independent service providers so as to ensure their compliance with the obligations and duties under the funding agreement.

## **12.5 Handling of Information**

The Secretariat and the Government are committed to ensuring that all personal data in the applications are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) (“PDPO”). In this regard, the personal data provided in relation to applications made under the Pilot Scheme will be used by the Secretariat, the Government or their authorised agents for activities relating to:

- (i) the processing and verification of applications for funding, disbursement of grant and any refund thereof under the Pilot Scheme; and
- (ii) statistics and research.

The personal data that the grantee provided in its application will be kept in strict confidence but such obligations and restrictions shall not apply to any disclosure which is necessary for the purposes mentioned in the paragraph above, or any disclosure which is authorised or required by law, or any disclosure which is consented by the grantee/data subjects. If necessary, the Secretariat will contact Government departments and relevant parties to verify the personal data provided in the application with those held by them for the purposes mentioned in the paragraph above. The grantee/data subjects whose personal data are collected by the Secretariat may request access to them under the PDPO. A charge will be made to cover the cost of photocopying the data supplied. In addition, if the data subject considers that the

data supplied to the Secretariat is inaccurate, a request for correction of the personal data may be made in writing after a data access request has been made. Requests for access to personal data provided in the applications under the Pilot Scheme can be made in writing by completing the Data Access Request Form (No. OPS003) issued by the Privacy Commissioner and returning it to the Secretariat.

## **12.6 Indemnity**

The grantee shall indemnify and keep each of the Secretariat, the Vetting Committee, the Government, their employees and authorised persons fully and effectively indemnified against (i) all legal actions, claims (whether or not successful, compromised, settled, withdrawn or discontinued) and demands threatened, brought or established against the Secretariat, the Vetting Committee, the Government and/or their employees and (ii) all costs (including all legal fees and other awards, costs, payments, charges and expenses), losses, damages and liabilities suffered or incurred by the Secretariat, the Vetting Committee, the Government and/or their employees, which in any case arise directly or indirectly in connection with a breach of the duty of confidence under general law; the use of any personal data in contravention of the PDPO; any breach of the funding agreement by the grantee; the wilful act, misconduct, default, unauthorised act or wilful omission of the grantee; or any allegation or claim that the use, operation or possession of the project results or the exercise of any rights granted under the funding agreement infringes any intellectual property rights of any persons.

## **12.7 Prevention of Bribery**

When applying for the Pilot Scheme or implementing the funding agreement, the grantee shall observe the Prevention of Bribery Ordinance (Cap. 201) (“PBO”) and shall ensure that its project team, directors, employees, agents, consultants, contractors and other personnel who are in any way involved in the project shall not offer to or solicit or accept from any person any money, gifts or advantages (as defined in the PBO) in relation to the project.



### **13. Enquiries**

Enquiries regarding the Pilot Scheme can be sent to:

Address: Travel Industry Council of Hong Kong  
Pilot Scheme Secretariat  
Rooms 1706-09, Fortress Tower,  
250 King's Road, North Point, Hong Kong

Tel: (852) 2969 8160

Fax: (852 ) 2510 9779

E-mail: [pilotscheme@tichk.org](mailto:pilotscheme@tichk.org)

Website: [www.tichk.org](http://www.tichk.org)

## **List of Typical Technologies**

### **1. Office Automation**

Application of computer software and network to enhance office efficiency and productivity, such as communication with service providers, staff communication, processing and storage of documents. This covers software of word processing, data base management, accounting, etc.

### **2. Website**

- To set up and design website
- To revamp and enhance current website
- Web Content Management System

### **3. Online Marketing**

- Social Media Marketing, e.g. Facebook, Twitter, Instagram
- Search Engine Optimisation for branding and promotion
- Mobile Applications

### **4. Customer Relationship Management System**

### **5. Staff Training Software**

### **6. Information System and Cyber Security Solution**

### **7. Electronic Levy Application Programming Interface**

### **8. Tour Group Management Solution**

Note: The above examples are not an exhaustive list of information technologies which may be funded by the Pilot Scheme. Any other information technologies which help to upgrade the productivity and service quality of small- and medium-sized travel agents, and which strengthen their competitiveness in the local or overseas market will also be considered by the Pilot Scheme.

**Sample of Quotation Invitation Document**

<b>From:</b>	<b>Tel.:</b>
<b>Date:</b>	<b>Total pages:</b> 7 (including this page)
<b>Project Title:</b>	<b>Provision of IT Equipment and/or Products and/or Services for the Pilot Information Technology Development Matching Fund Scheme for Travel Agents</b>

You are invited to submit a quotation for the above project for Your Company Name. Please fill in our QUOTATION FORM below and email it to Your Procurement Email Address on or before Quotation Deadline [date]. Please note that any quotation submitted after the deadline will not be accepted.

**Warning Clauses of Quotation Invitation**

1. You or your company shall confirm in writing to abide by the attached probity, anti-collusion and anti-bid-rigging requirements, and submit it together with the quotation on or before the Quotation Deadline, otherwise our company may disregard the quotation.
2. By submitting a quotation, you or your company consent to the disclosure and use by Your Company Name to the Secretariat of the Pilot Technology Development Matching Fund Scheme for Travel Agents and further disclosure by the Secretariat to Government bureaux/departments, statutory bodies or third parties of the information (including personal data) contained in the quotation for the purposes of processing the application under the Pilot Technology Development Matching Fund Scheme for Travel Agents, conducting research and survey, compiling statistics, meeting requirements of the law and/or performing their functions, and if the application is approved, monitoring the Project, disbursing funding or related purposes..

For any queries, please send by email to contact In-Charge Person at email In-Charge Person Email.

**QUOTATION FORM**

Please fill in **all items** with a detailed breakdown of quantities and rates. Failure to comply will render this quotation **INVALID**.

<b>From:</b>	Name of supplier/contractor	:	_____	(Tel:	_____	)
	Authorised signature	:	_____	(Name:	_____	)
	Business address	:	_____			
	Submission date	:	_____			
	Supplier's/Contractor's quotation ref:	:	_____			
	Officer-in-charge:	:	_____			
	Contact no.:	:	_____			

Company stamp:

**Part A – Compliance with the requirements of the Pilot Information Technology Development Matching Fund Scheme for Travel Agents (“Pilot Scheme”)**

Description	(Yes/No)	Comments (if any)
The terms and conditions as specified in the “Guide to Application for the Pilot Scheme” are fully understood and accepted.		

**All of the quoted information technology equipment and/or products and/or services meet all clauses in the “Guide to Application for Pilot Scheme”.**

**Part B – Price Quotation for the Supply of Information Technology Equipment and/or Products and/or Services**

Item No.	Description	Qty	Unit/ Man-day	Unit Price (HK\$)	Total Price (HK\$)
All information technology equipment and/or products and/or services shall be related to the Pilot Scheme.					
1	Information Technology Equipment and/or Products - Manufacturer/Supplier - Delivery Schedule - Licensing Fee, Maintenance and After-sale Service				
2	Services - Supplier - Delivery Schedule - Licensing Fee, Maintenance and After-sale Service				
3	Project Cost Breakdown				
<b>Total price:</b>					

\*Please clearly describe each piece of equipment and/or product and/or service to be procured.

**Part C – Supplier’s/Contractor’s Information**

**Table 1: Company’s Background Information**

Please provide a brief description of the company profile, including the following information:

- Year founded
- Number of staff
- Core business and area of specialty

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**Table 2: Value-added Services (if applicable)**

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**Remarks:**

- 1) Payment terms: 30 days from date of invoice
- 2) Validity of Quotation: 3 months
- 3) Late submission of quotation will NOT be considered.

**Reference Material**

The Independent Commission Against Corruption (“ICAC”) has published a booklet “Strengthening Integrity and Accountability – Government Funding Schemes Grantee’s Guidebook” providing applicant enterprises with a practical set of guidelines in utilising the funds, including sample of probity clause and anti-collusion clause. Softcopy of the Guidebook is available on the ICAC’s website ([http://www.icac.org.hk/filemanager/en/Content\\_1031/GranteeBPC.pdf](http://www.icac.org.hk/filemanager/en/Content_1031/GranteeBPC.pdf)). Travel agents are advised to make reference to the best practices in the Guidebook in utilising government funds and contact the Corruption Prevention Advisory Service of the ICAC (Tel: 2526 6363) for any questions concerning the Guidebook or if they need any corruption prevention advice.

The Competition Commission (“CC”) has published the "Getting the most from your tender" brochure providing enterprises with a practical set of guidelines in ensuring an open and effective tendering process by preventing and detecting possible bid-rigging cartels. Softcopy of the brochure is available on the CC’s website ([https://www.compcomm.hk/en/media/reports\\_publications/files/Competition%20Com\\_E\\_PamphletPart%202.pdf](https://www.compcomm.hk/en/media/reports_publications/files/Competition%20Com_E_PamphletPart%202.pdf)). Travel agents are advised to contact the CC (Tel: 3462 2118) for any questions concerning the brochure.

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**Confirmation Form**

To: \_\_\_\_\_

(Name of Procurer)

(Fax no: \_\_\_\_\_ )

Dear Sir/Madam,

Quotation of \_\_\_\_\_

:

Re the captioned quotation.

I/We agree to abide by the probity, anti-collusion and anti-bid-rigging requirements as set out below.

**PROBITY**

- (1) By submitting a quotation, the supplier shall not, and shall procure that its directors, employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201), in connection with the quotation/tender and execution of the contract.
- (2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the supplier or by a director, employee, agent or sub-contractor of the supplier shall, without affecting the supplier's liability for such failure and act, result in its quotation being invalidated.

## **ANTI-COLLUSION AND ANTI-BID-RIGGING**

- (1) By submitting a quotation, the supplier represents and warrants that in relation to the invitation of quotation:
  - (i) it will make reference to the Guidelines of the Independent Commission Against Corruption and Competition Commission;
  - (ii) it has not communicated and will not communicate to any person other than the procurer the amount of any quotation price;
  - (iii) it has not fixed and will not fix the amount of any quotation price by arrangement with any person;
  - (iv) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a quotation;
  - (v) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the quotation process; and
  - (vi) it will notify and seek prior approval from the procurer of all subcontracting arrangements after awarding the contract.
  
- (2) In the event that the supplier is in breach of any of the representations and/or warranties in Clause (1) above, the procurer shall be entitled to, without compensation to any person or liability on the part of the procurer:
  - (i) reject the quotation;
  - (ii) if the procurer has accepted the quotation, withdraw its acceptance of the quotation; and
  - (iii) if the procurer has entered into the contract with the supplier, terminate the contract.
  
- (3) The supplier shall indemnify and keep indemnified the procurer against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.
  
- (4) A breach by a supplier of any of the representations and/or warranties in Clause (1) may prejudice its future standing as a supplier or service provider of the procurer.
  
- (5) Clause (1) shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
  - (i) the procurer;
  - (ii) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to the procurer;
  - (iii) 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;



- (iv) 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;
- (v) 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
- (vi) 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.

For the avoidance of doubt, the making of a bid by a bidder to the procurer in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1) above.

- (6) The rights of the procurer under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the supplier.
- (7) Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). A supplier who engages in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance. The procurer 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 the supplier's quotation and personal information.

Yours faithfully,

---

(Signature)

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

Position : \_\_\_\_\_

Company name : \_\_\_\_\_

Company chop : \_\_\_\_\_