Pneumoconiosis Compensation Fund Board (PCFB)

# **RE-TENDER**

# For the Provision of Social Service to Core Rehabilitation Programme (October 2016 – June 2017) (Last tender: April 2016)

17 June 2016

### **Table of Contents**

| Background      |   |    |  |  |
|-----------------|---|----|--|--|
| Rule of Interpr | etations  | 2  |  |  |
| Part I          | Terms of Tender   | 3  |  |  |
| Appendix 1      | - Technical Proposal  | 13 |  |  |
| Appendix 2      | - Price Proposal  | 14 |  |  |
| Appendix 3      | - Reply Slip for the Briefing Session of the Invitation to Tenders  | 16 |  |  |
| Part II         | Offer to be Bound   | 17 |  |  |
| Part III        | <b>Service Specifications</b><br>Core Rehabilitation Programme for pneumoconiosis and mesothelioma<br>patients in Hong Kong | 18 |  |  |
| Annex 1         | Template of monthly statistical report (abstract) and care plan for reference   | 22 |  |  |

#### **Background**

- 1. The Core Rehabilitation Programme has been running since 1999. At present, three hospitals and two NGOs are providing a set of comprehensive rehabilitation services, mainly home-visits, to the patients suffering from pneumoconiosis and mesothelioma.
- 2. PCFB issued a tender in April 2016 for inviting suitable organisations to provide social services in the programme. Tender closing date was on 13 May 2016.
- 3. Due to insufficient tender returns with unexpectedly high fee proposal, PCFB decides to re-tender the service.
- 4. PCFB would like to invite suitable organisations (both have or have not submitted the tender last time) to submit the tender for the service period from October 2016 to June 2017 (9 months).
- 5. Tender closing date will be on 18 July 2016.

#### **Rules of Interpretation**

- 1. The following rules of interpretation, unless the context otherwise requires, shall be used in interpreting the Tender Documents.
  - 1.1 A word or expression not specifically defined herein shall, unless the context otherwise requires, have the meaning assigned to it under the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360).
  - 1.2 Words and expressions importing the singular shall include the plural and vice versa; and words and expressions importing a gender shall include every gender.
  - 1.3 Section or clause headings to any provision, schedule, annex or other attachments of the Tender Documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Tender Documents.
  - 1.4 Where in any of the Tender Documents there is a reference to a clause, sub-clause, schedule, appendix, annex or attachment by number or letter, and not in conjunction with an ordinance or regulation, such reference shall, where the context permits or requires, be construed as a reference to the clause, or sub-clause; or a schedule, appendix, annex or attachment of that number or letter contained in or attached to (as the case may be) the document in which such reference appears.
  - 1.5 References to any statute, enactment, order, regulation or other similar instrument shall be construed as references to such statute, enactment, order, regulation or instrument as it may from time to time be amended, modified, extended, re-enacted or replaced.
  - 1.6 Words importing a person shall, where the context so requires or admits, include an individual, a firm, partnership, trust, corporation, authority, agency, unincorporated body of persons or associations, corporations and any organisations.
  - 1.7 Unless the context requires otherwise
    - (a) any word or expression to which a specific meaning has been attached in any part of the Tender Documents shall bear such meaning whenever it may appear in the same and other parts of the Tender Documents; and
    - (b) any rule of construction set out in any part of the Tender Documents shall apply to other parts of the Tender Documents.
  - 1.8 Unless otherwise provided, all offers and payments shall be made in Hong Kong dollars.
  - 1.9 Reference to time or dates in the Tender Documents shall, unless otherwise specified, be construed as Hong Kong time or dates.

#### **Part I – Terms of Tender**

(Unless the context otherwise requires, references in this Terms of Tender to "Appendix", "Clause" and "Note" shall mean the appendix, the clause and the note to this part.)

#### 1. Invitation to Tender

- 1.1 The Pneumoconiosis Compensation Fund Board (PCFB) invites tenders for provision of social service to Core Rehabilitation Programme as more particularly set out in the Service Specifications subject to and in accordance with the terms and conditions as set out in the Contract.
- 1.2 Tenderers are hereby advised to read all information contained in the Tender Documents thoroughly before submitting their tenders.

#### 2. Briefing Session

- 2.1 Intending Tenderers are invited to the following briefing session on this invitation to tender
  - Date : 28 June 2016 (Tuesday)
  - Time : 10:30 a.m. to 12:00 noon
  - Venue : 15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, HK

Those who have / have not joined the last Express of Interest (EOI) session held on 14 April are all welcome.

- 2.2 Tenderers can each register no more than two representatives for the briefing session. Tenderers who wish to attend the briefing session are requested to call Ms Yuli Wong on 3578 8119 or to complete the reply slip in Appendix 3 in the Terms of Tender and fax it to Ms Yuli Wong (fax number: 2116 0116) on or before 5:00 p.m. on 27 June 2016 for reserving the seats.
- 2.3 In the briefing session, PCFB's representatives will clarify any enquiries Tenderers may have on the Tender Documents.
- 2.4 In case a black rainstorm warning or tropical cyclone warning signal No. 8 or above is hoisted or in force at or after 8:00 a.m. on 28 June 2016(Tuesday), the briefing session will be cancelled, and PCFB will notify Tenderers who have reserved the seats the re-arrangement of the briefing session.

#### 3. Enquiries

3.1 Any enquiries from Tenderers before the Tender Closing Date concerning the terms and conditions of the Tender Documents shall be made in writing and be addressed to – Trophy Mak
Manager, Prevention, Rehabilitation and Research
15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, HK

Telephone: (852) 3578 8109 Email: tromak@pcfb.org.hk

- 3.2 After lodging their tenders with the PCFB, Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with the PCFB on their tenders or this document. PCFB shall have the sole right to initiate any such further contact and all such contacts, and any reply of the Tenderer thereto shall normally be in writing.
- 3.3 Unless otherwise expressly stated by PCFB, no statement, whether oral or written, made and any action taken by any PCFB officer in response to any enquiries made by a prospective Tenderer or Tenderer shall be deemed to negate, waive or otherwise limit any of the terms or conditions as set out in the Tender Documents.

#### 4. Essential Requirements

- 4.1 A Tenderer **MUST** comply with all of the following essential requirements
  - (a) A Tenderer must be a separate legal entity having the legal capacity to enter into contracts with the PCFB;
  - (b) A Tenderer must have an aggregate of at least five years of proven experience in rehabilitation service before Tender Closing Date; and
  - (c) A Tenderer must have at least one registered social worker with at least eight years of proven relevant working experience in rehabilitation service before Tender Closing Date.
- 4.2 If a Tenderer fails to comply with any of the essential requirements in Clause 4.1 hereinabove, its tender will not be considered further.
- 4.3 It is important for Tenderers to note the following relating to the compliance of the essential requirements
  - (a) A Tenderer is required to provide documentary evidence to the satisfaction of PCFB to prove that it satisfies the experience requirement; failing which the claimed experience will not be taken into account.
  - (b) The following rules will be adopted in calculating and determining the validity of the "experience" gained by a Tenderer
    - (i) For the purpose of tender evaluation, "rehabilitation services" and "case management services" must be a formal or government subsidized program or service.
    - (ii) Only "rehabilitation services" and "case management services" experiences of the Tenderer / Social worker will be counted.
    - (iii) The required experience will be counted according to the aggregate number of days of experience of a Tenderer in providing rehabilitation services before Tender Closing Date. As such, in calculating "the aggregate years of experience", the total aggregate number of days of experience of a Tenderer will be divided by 365, being the number of days for a year. The calculation will be rounded to two decimal places. Figures larger than or equal to 0.005 will be rounded up to 0.01 whereas figures below 0.005 will be rounded down to 0. As an illustration, if the requirement is "an aggregate of at least three years" of experience, it will mean a Tenderer shall have an aggregate of at least 1,095 days of experience, being 365 days  $\times 3$ .
    - (iv) A Tenderer's experience gained under different projects for provision of rehabilitation service will not be double-counted for overlapping periods.

#### 5. Tender Preparation

- 5.1 All tenders are to be completed in ink or typescript in English or in Chinese and submitted in the manner as stipulated in Clause 6 herein.
- 5.2 A Tenderer shall prepare all the following documents and information required therein for tender assessment
  - (a) Technical Proposal Appendix 1 Technical Proposal in the required format set out in Appendix 1 herein, without any indication of the Total Service Fee or pricing information;
  - (b) Price Proposal Appendix 2 Price Proposal in the required format set out in Appendix 2 herein;
  - (c) Offer to be Bound Part II Offer to be Bound in the form set out in Part II, without any indication of the Total Service Fee or pricing information.
- 5.3 A Tenderer shall duly complete the following information in the following manner, otherwise; its tender will not be considered further.
  - (a) Offer to be Bound shall be duly completed and signed with a company chop as appropriate.
- 5.4 Omission of details required in information in the Technical Proposal will affect the marking in Stage 3 Technical Assessment under Clause 9 herein.
- 5.5 The Technical Proposal shall not be more than 40 pages in A4 size paper for the main body (with margin not less than 25mm and character font size not less than 12). Pages not in the prescribed format may, at the PCFB's sole discretion, not be considered. Pages after the first 40 pages will be disregarded and the content thereof will not be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be subject to the specified page limit. In addition, a one or two page executive summary of proposal submitted is required, and this is not subject to be page limit as well.
- 5.6 Any appendices, annexes, schedules issued with this invitation to tender must not be altered by the Tenderer. Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments must be initialed by the Tenderer in ink.
- 5.7 All tenders will be considered on an "overall" basis. PCFB may not consider any partial or incomplete tender unless otherwise expressed in the Terms of Tender.
- 5.8 PCFB reserves the right to negotiate with any Tenderer about the terms of the offer. Any counterproposal on any aspect of the Terms of Tender or Conditions of Contract may, at the option of the PCFB, render a tender NOT TO BE CONSIDERED.

#### 6. Tender Submission

- 6.1 Each completed tenders with all documents and information required therein, must be submitted in TRIPLICATE in the following manner; and shall be placed and sealed in two separate envelopes in which
  - (a) The Technical Proposal with all documents and information required therein together with one hard copy and one softcopy (in Microsoft Word format in a compact disc) of the Item (d) of Appendix 1 to the Terms of Tender; and the Offer to be Bound, all of which shall be without any indication of the Total Service Fee or pricing information, must be placed and sealed in one envelope clearly marked Re-tender for Provision of Social Service to Core Rehabilitation Programme (Technical Proposal)"; and
  - (b) The Price Proposal must be placed and sealed in another envelope clearly marked Re-tender for Provision of Social Service to Core Rehabilitation Programme (Price Proposal)".
- 6.2 In the event of any discrepancy between the soft copy and the hard copy of any tender submission, unless the PCFB wishes to seek clarification, the hard copy will prevail.
- 6.3 All tenders must be addressed to Mr. Ricky Law, **Secretary General** and deposited in the PCFB Secretariat Tender Box situated on the 15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, Hong Kong before 4:00 p.m. on 18 July 2016, the Tender Closing Date. Late tenders will NOT be considered. Tenders submitted by post, e-mail or by facsimile will NOT be considered.
- 6.5 In case a black rainstorm warning signal or tropical cyclone warning signal No. 8 or above is hoisted at any time between 9:00 a.m. and 4:00 p.m. on the Tender Closing Date, the tender closing time will be postponed to 12:00 noon on the first Working Day after the black rainstorm warning signal has ceased to be in effect or the tropical cyclone warning signal No. 8 is lowered.
- 6.6 In the event of a Tenderer discovering an error in its tender after it has been submitted, an amendment to the tender may be submitted provided that the amendment is submitted before the Tender Closing Date.
- 6.7 A Tenderer must NOT submit a tender jointly with another organisation.

#### 7. Price Tendered

- 7.1 Tenderers should ensure the accuracy of the prices tendered before submitting tenders. Under no circumstances shall PCFB be obliged to accept any request for price adjustment on the ground that a mistake has been made in the prices tendered.
- 7.2 All prices tendered in the Tender Documents shall be in Hong Kong dollars and, if accepted by PCFB, shall remain valid and binding throughout the Contract Term. No request for price

variation will be considered. Prices quoted in other currencies will render the tender invalid.

7.3 Without prejudice to the generality of the Conditions of Contract, PCFB may require a Tenderer, who in the opinion of PCFB, has submitted an unreasonably low price, to justify and demonstrate with detailed calculation to the reasonable satisfaction of PCFB that such a Tenderer is capable of carrying out and completing the Contract. Failing to justify and demonstrate to PCFB's satisfaction would entitle PCFB to reject the tender without having the need to give any other reason(s) for the rejection.

#### 8. Tenders to Remain Open

- 8.1 All tenders must remain valid and open for acceptance on these terms for a period of 180 days from the Tender Closing Date.
- 8.2 Without prejudice to other rights and claims of PCFB, if a tender is withdrawn before the expiry of the Tender Validity Period, PCFB will take notice of such withdrawal or failure, and this may prejudice the Tenderer's future standing as a PCFB service provider.

#### 9. Tender Evaluation

9.1 The evaluation of tenders for the Contract is divided into five stages, i.e. Completeness Check, Screening of Compliance, Technical Assessment, Price Assessment and Calculation of Total Weighted Score. Each stage will be conducted separately and one after the other. The Technical Assessment and Price Assessment will carry a weighting of 70% and 30% respectively. The tender evaluation will be conducted in accordance with the procedures and criteria as detailed below –

#### Stage 1 – Completeness Check

- 9.2 Upon receipt of tenders, PCFB will check if the Tenderers have submitted all the required information.
- 9.3 If a Tenderer fails to submit all the required information / documents on or before the Tender Closing Date, its tender will not be considered further.

#### *Stage 2 – Screening of Compliance*

9.4 A Tender which has passed Stage 1 will be checked for its compliance with the essential requirements as set out in Clause 4.1. Any Tender that fails to meet any one of the essential requirements will not be considered further.

#### Stage 3 – Technical Assessment

- 9.5 A Tender which has passed Stage 2 will be further evaluated in Stage 3.
- 9.6 The evaluation of each of the technical proposals will be made in accordance with the assessment criteria and scores will be attained accordingly.

9.7 The weighted technical score will be calculated in accordance with the following formula –

#### Stage 4 – Price Assessment and overall evaluation

- 9.9 A Tender without completing "Proposed Unit Rate" in paragraph (a) of Appendix 2 to the Terms of Tender will not be considered further.
- 9.10 A tender which unit cost of home visit exceeds the ceiling unit cost as stated in Appendix II will not be considered.
- 9.11 A Selection Panel will assess the proposals with scores and make recommendation to the relevant Committee and the Board of PCFB.
- 9.12 If none of the bid(s) received is / are Shortlisted Tender(s) or none of the Total Service Fee(s) offered in the tender(s) received is / are considered reasonable by PCFB, the tender will be cancelled and re-tendering will be arranged.
- 9.13 Normally, the Tender with the highest total score will be recommended for acceptance. However, PCFB reserves the right to accept more than one Tenders, and in such case, PCFB could have sole discretion in allocating different service providers to work with different hospitals.

#### **10.** Tenderers' Responses to PCFB's Enquiries

In the event that PCFB determines that clarification of any tender is necessary, it will advise the Tenderer in writing, indicating whether the Tenderer should provide any clarification or further information relating to its tender. The Tenderer shall thereafter, within three (3) Working Days after the date of PCFB's request or such other period as specified in such request, submit the requested clarification or further information. PCFB may not consider the tender if the clarification or complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to PCFB. Without prejudice to the foregoing, any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by PCFB will be ignored for the purposes of the evaluation or will entitle (but not oblige) PCFB to disqualify the Tenderer concerned. As an alternative to seeking clarification or further information or document, PCFB may, at its discretion but not an obligation, proceed to evaluate the Tender on an "as is" basis or disqualify the Tenderer.

#### 11. Tenderer's Commitment

- 11.1 All tenders, proposals, information and responses from the Tenderer must be submitted in writing. All proposals, information and responses submitted by the Successful Tenderer shall be the representation of the Tenderer and may by law or at PCFB's sole option be incorporated into and made a part of the Contract between PCFB and the Successful Tenderer in such manner as PCFB considers appropriate. By submitting a tender, a Tenderer is deemed to have authorised PCFB to make such changes to the terms and conditions of the Contract as may be necessary as a result of such incorporation without obtaining any prior agreement of the Successful Tenderer. PCFB reserves the right to disqualify any Tenderer who submits a tender that directly or indirectly attempts to preclude or limit the effect of this requirement.
- 11.2 A Tenderer should not submit in its tender any information or materials which it does not wish to be incorporated into the Contract.

#### 12. Award of Contract

- 12.1 The Successful Tenderer will, receive a Letter of Conditional Acceptance, from PCFB notifying it PCFB's conditional acceptance of its tender, subject to its fulfillment of the following
  - (a) Acceptance of the Service Agreement; and
  - (b) Any other condition as PCFB may specify therein.

Unless otherwise agreed by PCFB, the Letter of Conditional Acceptance will lapse and be of no effect where the Tenderer fails to fulfill any of the conditions specified above and PCFB shall be at liberty to award the Contract to any other Tenderer, to conduct a fresh tender exercise or to take such appropriate action as PCFB deems fit.

- 12.2 Upon and subject to the Successful Tenderer having duly complied with Clause 12.1 herein, PCFB will issue a Memorandum of Acceptance to the Successful Tenderer, whereupon a legally binding Contract will come into existence between PCFB and the Successful Tenderer.
- 12.3 Tenderers who do not receive any notification of acceptance within the Tender Validity Period may assume that their tenders are not accepted.

#### 13. Saving

- 13.1 PCFB is not obliged to accept the tender with the highest total score or the lowest price offer or any tender or to give any reason for doing so.
- 13.2 PCFB reserves the right to accept or reject all or any part of any tender at any time within the Tender Validity Period.

#### 14. Cancellation of Tender

PCFB may at any time cancel this tender and PCFB is not bound to give any reasons for the cancellation. For the avoidance of doubt, PCFB is not bound to accept any Shortlisted Tender.

#### 15. Cost of Tender

A Tenderer shall submit its tender at its own expense. PCFB will not be liable for any costs whatsoever incurred by any Tenderer in response to this invitation exercise, including any costs relating to -

- (a) Preparation or submission of tenders;
- (b) Any communication or negotiation with PCFB (which shall be carried out in accordance with the terms and conditions of the Tender Documents); and
- (c) Any presentations and demonstrations as may be requested by PCFB after the Tender Closing Date.

#### 16. Addendum

PCFB may issue addendum to the terms and conditions set out in the Tender Documents before or after the Tender Closing Date. If such addendum is issued after the Tender Closing Date, Tenderers may be asked to confirm compliance with the addendum, failing which their tenders may be disqualified.

#### **17.** Performance Monitoring

Tenderers are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account when their future tenders / quotations are evaluated.

#### **18.** Documents of Tenderers

PCFB is not obliged to return any tender submissions to the Tenderers and documents submitted by unsuccessful Tenderers may be destroyed not less than three months after the Contract Commencement Date.

#### **19.** Consent to Disclose

19.1 PCFB shall have the right (but no obligation to whomsoever) to disclose to the public or upon request by a member of the public (who might also have been a Tenderer) to disclose to such member, without further reference to the Successful Tenderer or any other Tenderers, information including these Tender Documents, the Tender Closing Date, particulars of the Contract, number of tenders received for the Contract, and the name and address of the Successful Tenderer, the description of the Services and the value of the Contract.

- 19.2 Nothing in Clause 19.1 shall prejudice PCFB's power to disclose any information of whatsoever nature whether or not specified in Clause19.1 if the disclosure is under any one of the following circumstances
  - (a) The disclosure of any information to any public officer or public body (as defined in the Interpretation and General Clauses Ordinance (Cap. 1) ) or any other person employed, used or engaged by PCFB (including advisers and consultants);
  - (b) The disclosure of any information already known to the recipient;
  - (c) The disclosure of any information which is public knowledge;
  - (d) The disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
  - (e) Without prejudice to the power of PCFB under Clause 19.1 and the afore-mentioned disclosures mentioned in (a) to (d), to the extent the information relates to a Tenderer, the disclosure has been made with the prior consent of the Tenderer.

#### 20. Personal Data Provided

- 20.1 Individuals for the disclosure of their personal data in the tender submitted by that Tenderer, and acknowledgements from these individuals that their personal data may be disclosed by PCFB for the purposes of evaluation of tenders, resolution of any dispute arising from this invitation to tender, administration and enforcement of the Contract. The persons to whom the personal data may be disclosed include officers within PCFB, any professional advisers, consultants or contractors of PCFB and tribunals or courts having jurisdiction to resolve any dispute.
- 20.2 Tenderers or the relevant individuals to whom such personal data belong shall have the right of access and correction with respect to personal data provided in sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap 486). The right of access includes the right to obtain a copy of the personal data provided in the tender. Enquiries concerning the personal data collected by means of the tender, including the making of access and correction, shall be addressed to –

Trophy Mak Manager, Prevention, Rehabilitation and Research 15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, HK Telephone: (852) 3578 8109 Email: tromak@pcfb.org.hk

#### 21. Prevention of Bribery

Tenderer's attention is drawn to the Prevention of Bribery Ordinance (Cap. 201) in particular section 4 where it is provided, inter alia but without limitation, that any person, whether in Hong Kong or elsewhere, without lawful authority or reasonable excuse, offers any advantage to a public servant as an inducement to or reward for or otherwise on account of that public servant's assisting or favouring any person in the transaction of any business with a public body shall be guilty of an offence. Any contravention by a Tenderer of the Prevention of Bribery Ordinance (Cap. 201) will, without prejudice to other rights and claims of PCFB against the Tenderer arising from such contravention, entitle PCFB to disqualify its tender.

#### 22. Disclaimer

All information, statistics, forecasts and projections provided by PCFB in connection with this invitation to tender (including those set out in the Tender Documents) (collectively "Information") are for reference only. PCFB gives no warranty, representation or undertaking as to their accuracy, reliability or completeness. PCFB accepts no liability whatsoever for (a) the accuracy, completeness or reliability or otherwise of any such Information; (b) any claim, legal proceeding, liability, loss (including any direct or indirect loss, and any loss of revenue, profit, business, contract or anticipated savings) or damage (including any Terms of Tender direct, special, indirect or consequential damage of any nature whatsoever); and (c) any increased costs and expenses, which any Tenderer or any other person may sustain or incur, arising from its reliance on any Information.

#### 23. Anti-collusion

- 23.1 By submitting a tender, the Tenderer represents and warrants that in relation to the Tender
  - (a) It has not communicated and will not communicate to any person other than PCFB the amount of any price submitted in its tender;
    - (b) It has not fixed and will not fix the amount of any price submitted in its tender by arrangement with any person;
    - (c) 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 tender; and
    - (d) It has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 23.2 In the event that the Tenderer is in breach of any of the representations and / or warranties in Clause 23.1 herein, PCFB shall be entitled to, without compensation to any person or liability on the part of PCFB
  - (a) Reject the tender;
  - (b) If PCFB has accepted the tender, withdraw its acceptance of the tender; or
  - (c) If PCFB has entered into the Contract with the Tenderer, terminate the Contract.
- 23.3 The Tenderer shall indemnify and keep indemnified PCFB 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 23.1 above.
- 23.4 Any breach of any of the representations and / or warranties in Clause 23.1 above by the Tenderer may prejudice the Tenderer's future standing as a PCFB contractor.
- 23.5 Clause 23.1 shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of tender submission.
- 23.6 The rights of PCFB under Clauses 23.2 to 23.4 above are in addition to and Terms of Tender without prejudice to any other rights or remedies available to it against the Tenderer.

Appendix 1

#### **Technical Proposal IMPORTANT** points to note

Tenderers are advised to read the following notes carefully before they proceed to complete the Technical Proposal –

- (a) A Tenderer shall prepare the Technical Proposal as required below and provide information and proposal for each item accordingly.
- (b) Information or materials copied direct from the Tender Documents without further elaboration will obtain zero score.
- (c) The Technical Proposal shall not be more than 40pages in A4 size paper for the main body (with margin not less than 25mm and character font size not less than 12). Pages not in the prescribed format may, at the PCFB's sole discretion, not be considered. Pages after the first 40 pages will be disregarded and the content thereof will not be considered in the tender assessment. Other information, including the related annexes and documentary proof, will not be subject to the specified page limit.

(d) Tender submission requirement

A proposal should be submitted to the PCFB with the following information:

- A one or two page executive summary for the proposal
- An introduction about the Tenderer and its experience or supervisory experience on related services
- Name and CV of key personnel going to be in-charge and operations of this project and their relevant experiences
- Track records of organisation and personnel in handling similar projects
- Number of visit that the Tenderer could commit during the service period
- Value-added services provided by the Tenderer in addition to those services described above (if applicable)
- Other information (e.g. Personal Data Privacy Protection policy and practice) considered relevant by the applicants
- (e) Duly complete the information and submit the document on all the sections / areas on or before the Tender Closing Date (i.e 18 July 2016); otherwise, the tender will not be considered. Late Tenders will not be considered.
- (f) The Technical Proposal is to be submitted in one sealed envelope.
- (g) This Technical Proposal and where applicable, all information, proposals, plans, and all other contents set out herein and all attachments hereto are given or offered for the Contract in relation to Provision of Social Service to Core Rehabilitation Programme.

Appendix 2

#### **Price Proposal** IMPORTANT points to note

Tenderers are advised to read the following notes carefully before they proceed to complete the Price Proposal –

#### (a) This part is **COMPULSORY.**

A Tenderer shall prepare the Price Proposal using the unit cost of conducting home-visit (minimum 90 minutes per session) under Group A in Part III

(b) Value-added service

This part is **OPTIONAL** (Tenderers not committed in this part would have equal chance of being awarded the tender as those who have made commitment in this part)

- Talk under Group B in Part III
- Day-camp under Group B in Part III
- Other value-added services

Guidelines for calculating the unit cost Home-visit

- Minimum 90 minutes per session.
- The unit cost should be an all-inclusive cost including but not limited to time cost for preparation and liaison work, travelling and preparation of monthly statistical report and individual care plan report (as shown in Annex 1) and bi-annual reports for submission to PCFB.
- Tenderers are required to submit the estimated number of home-visits they could commit in a year. Before filling in the number, Tenderers should consider their manpower availability and estimated no of visits as stated in Part III.
- In 2015, about 300 visits have been conducted by social workers.
- However, final decision leaves with PCFB to assign service provider(s) to work with different hospitals and there is no minimum number of visits guaranteed by PCFB.

#### Talk

- The talk must last for least 1 hour.
- The talks must be conducted by medical professional from the hospitals' rehabilitation team
- During the second half of 2015, a total of 45 talks have been arranged by the service providers. Tenderers could include this in the proposal if they intend to arrange the talks for the patients.
- An all-inclusive unit cost should be provided for arranging each talk.
- Please refer to Part III Service Specifications for more details

#### Day Camp

- A day camp will be organised each year.
- The Tenders could choose to include this in the proposal.
- An all-inclusive cost should be provided for arranging the camp.

Other value-added service

- The Tenderers could include this in the proposal.An all-inclusive unit cost should be provided for arranging the activities

#### **IMPORTANT NOTES**

- Except the above, no other cost should be included in the price proposal
- PCFB reserves the right to accept whole or only part of the proposal
- The Price Proposal is to be submitted in one sealed envelope together with Offer to be Bound in Part II.

Appendix 3

#### Reply Slip for the Briefing Session of the Invitation to Tenders

#### To : Ms Yuli Wong Fax No.: (852) 2116 0116

Provision of Social Service for Core Rehabilitation Programme of PCFB

\*I / We would like to attend the briefing session to be held at 10:30 a.m. on 28 June 2016 (Tuesday) at 15/F, Nam Wo Hong Building, 148 Wing Lok Street, Sheung Wan, Hong Kong.

|                              |     | Full Name of Attendee(s) (Note 2) | Post / Title |
|------------------------------|-----|-----------------------------------|--------------|
| Mr./Mrs./Ms./Miss*           |     |                                   |              |
| Mr./Mrs./Ms./Miss*           |     |                                   |              |
| 1011./ 10115./ 1015./ 101155 |     |                                   |              |
| Name of Company /            |     |                                   |              |
| Organisation                 | :   |                                   |              |
| Address of Company /         |     |                                   |              |
| Organisation                 | :   |                                   |              |
| Full Name of Authorised Pers | son |                                   |              |
| & Post / Title               | :   |                                   |              |
| Office Telephone No.         | :   |                                   |              |
|                              |     |                                   |              |
| Mobile Phone No.             | :   |                                   |              |
| East No.                     |     |                                   |              |
| Fax No.                      | :   |                                   |              |
| Email Address                | :   |                                   |              |
|                              |     |                                   |              |

Note 1 : Please complete and fax this reply slip to (852) 2116 0116 on or before 5:00 p.m. on 27 June 2016 (Wednesday).

Note 2 : Tenderers can register no more than two representatives for the briefing session.

*\*delete where inapplicable* 

#### Part II – Offer to be Bound

\*I / We, ( \_\_\_\_\_\_\_) being the Tenderer, have read and understood (Name of Tenderer in Block Letters)

all terms and conditions of the Tender Documents, and agree to be bound by all terms and conditions set out therein.

\*I / We HEREBY OFFER to carry out all the designated programmes as well as optional proposed programmes, which may, during the Contract Term or any extension thereto be required, by or on behalf of the PCFB Representative to be carried out, at the prices quoted by \*me / us in the Price Proposal free of all other charges, subject to and in accordance with the Tender Documents and all other attachments thereof.

\*I am / We are duly authorized to bind the Tenderer by \*my / our signature(s).

The \*registered office / principal place of business of the Tenderer is situated at.....

Signed by \_\_\_\_\_ )

(Name and Post of Authorised Signatory in Block Letters)

for and on behalf of the Tenderer

in the presence of and signed by \_\_\_\_\_\_)

(Name of Witness in Block Letters)

(Company Chop)

)

)

Date: \_\_\_\_\_

Note: (i) All the particulars required above must be provided. (ii) Strike out clearly alternatives which are not applicable.

*\*delete where inapplicable* 

### **Part III – Service Specifications**

#### Core Rehabilitation Program for Pneumoconiosis and Mesothelioma patients in Hong Kong (October 2016 – June 2017)

Introduction

The structure of the Rehabilitation Programme for the above service period will follow closely the structure of the current programme while minor amendments would be made. Sub-programmes are listed in the following table.

Group A (with social workers' active involvement, mainly in conducting home-visits and performing other related tasks)

| Core Rehabilitation     | Brief introduction                         |  |  |
|-------------------------|--|--|--|
| Program                 |  |  |  |
| Post-Discharge          | Annual target: 15 patients                 |  |  |
| Rehabilitation Program  | Estimated no of home-visit per case: 3     |  |  |
| (PDRP)                  |  |  |  |
| Comprehensive           | Annual target: 105 patients                |  |  |
| Post-Discharge Program  | Estimated no of home-visit per case: $1-2$ |  |  |
| (CPDP)                  |  |  |  |
| Home Based Support      | Annual target: 12-15 patients              |  |  |
| Program (HBSP)          | Estimated no of home-visit per case: $2-4$ |  |  |
|                         |  |  |  |
| Supportive Care Program | Annual target: 18-24 patients              |  |  |
| for Advanced            | Estimated no of home-visit per case: $2-4$ |  |  |
| Pneumoconiosis Patients |  |  |  |
| (SPAP)                  |  |  |  |
| Home Based              | Annual target: 12-15 patients              |  |  |
| Rehabilitation Program  | Estimated no of home-visit per case: $2-4$ |  |  |
| (HBRP)                  |  |  |  |

(This part is compulsory. Tenderers must include this in the technical and price proposals)

Main duties of social workers<sup>\*</sup>:

- Conduct home-visits (minimum 90 minutes per session), mainly for:
  - assessing patient's psychological problems and providing counselling services, if necessary;
  - providing information / knowledge to patients on various aspects, especially on their rights related to compensation and eligibility to other social welfare schemes;
  - helping patients reinforce the skills taught by other disciplines from the hospital team;
  - helping patients solve personal problems like poor family relationship and emotional problems like stress etc;
  - helping patients improve other skills, for example, communication skills for facilitating their daily living;
  - providing spiritual support to the patients;
  - encouraging patients to live a more positive life;
  - making appropriate referrals, if necessary;
  - empowering carers to take better care of the patients; and
  - providing other services as considered relevant and appropriate
- Work closely with hospitals' staff members in the following areas:
  - attending case conferences regularly for providing professional input;
  - working out comprehensive care management plans for the patients;
  - completing the case management reports (sample form attached in Annex1) for submission to the PCFB; and
  - other duties related to the above programmes, for example arranging transportation for patients
- \* Requirement for social worker conducting the home-visit
- He/ she must be a registered social worker with at least 8 years of post-registration social work experience.
- Worker with a higher degree, for example, master degree in counselling or in other relevant disciplines would be considered an advantage

Expected number of home-visits during the year:  $230 - 470^{\#}$ 

actual number will depend on number of patients enrolled in each programme and the needs of patients for receiving the home-visits

There is no minimum number guaranteed by PCFB

## Tenderers must state in the Technical Proposal how many home-visits they could commit during the service period.

Group B

(This part is optional, in which Tenderers could choose whether to include these in the technical and price proposals)

| Respiratory Care Program | Education talks related to respiratory hygiene conducted     |
|--------------------------|--|
| (RCP)                    | by staff of the hospitals.                                   |
| Healthy Lifestyle        | Health educational talks on other topics conducted by staff  |
| Program (HLP)            | of the hospitals.  |
| Annual Day Camp          | An annual day camp is organized for subjects who are         |
|                          | home-bound because of underlying physical disabilities or    |
|                          | lack of carer support. Activities include physical exercise, |
|                          | health talks and social activities                           |

Main duties for arranging the talks (RCP & HLP)

- Decide appropriate topic;
- Book venue and arrange the logistics
- Invite speaker from the rehabilitation hospitals' medical professional;
- Recruit patients and carers to join the talks; and
- Perform other relevant duties

Other information

- Each talk should have a minimum of 8 patients in order to claim the fee
- Targets for 2015: 800 attendances for RCP and
  - 400 attendances for HLP

## Tenderers must state in the Technical Proposal how many talks they could commit during the service period.

Main duties for arranging the annual day camps (a one-off event)

- Work closely with hospitals and /or other NGO's workers for
  - booking the venue;
  - arranging food & beverage, transportation and other logistics;
  - recruiting patients and carers to join the activity;
  - attending the camp on that day for taking good care of the patients; and
  - performing other duties for ensuring the smooth running of the camp
- <sup>^</sup> Carer can only accompany the patient to join the talk / day camp but cannot attend the activity alone

#### Annex1

#### **Monthly Statistical Report**

Information covering the following areas is to be submitted to the Representative by every 5<sup>th</sup> day of each month unless otherwise specified.

#### **Basic Patients Profile**

- 1. Membership No. (if any)
- 2. Case No. of PCFB
- 3. English Surname
- 4. English Other name
- 5. Chinese name
- 6. Sex
- 7. Year of birth
- 8. Latest DOI
- 9. Date of last DOI updated (YYYY/MM/DD)
- 10. Responsible Hospital
- 11. Responsible NGO

#### **Service Statistics**

- 12. Case No. of PCFB
- 13. No. of Carer/Volunteer
- 14. Service Provider for this activity
- 15. Type of Core Rehabilitation Program
- 16. Nature of service
- 17. Code of Core Rehab. Program
- 18. Date of service delivery
- 19. Responsible Staff
- 20. Remarks

#### **Program Statistics**

- 21. Name of Activity:
- 22. Code of Core Rehab. Program:
- 23. Starting date (YYYY-MM-DD):
- 24. End date (YYYY-MM-DD)
- 25. No. of sessions organized
- 26. Duration of each session (hr.)
- 27. Accumulative No. of participants (registered)
- 28. Accumulative No. of participants (attended)
- 29. % of accumulative positive feedback

#### Sample of Care Plan Form

| F02  |                 | Rehabilitation Program<br>'lan for MD / APN / PT / OT / SW | Case No:                              |  |  |  |
|--|-----------------|--|---------------------------------------|--|--|--|
| Patient Information  |                 |  |                                       |  |  |  |
|  |                 | Surname and Initials) Residence distri                     | rt.                                   |  |  |  |
| Year of birth  | Gender:         | _ DOI:% Source of referral:                                |                                       |  |  |  |
| Mobility:  | Home Oxygen     | / Wheelchair Program Joined:                               |                                       |  |  |  |
|  |                 |  | · · · · · · · · · · · · · · · · · · · |  |  |  |
| Presenting Rehab p   | oroblems:       |  |                                       |  |  |  |
|  |                 |  |                                       |  |  |  |
| b) Physical:   |                 |  |                                       |  |  |  |
| c) Mental:   |                 |  |                                       |  |  |  |
| d) Psychological:  |                 |  |                                       |  |  |  |
| e) Social:   |                 |  |                                       |  |  |  |
| f) Others:   |                 |  |                                       |  |  |  |
| ,  |                 |  |                                       |  |  |  |
| Prioritized target f   |                 |  |                                       |  |  |  |
| 1)   |                 |  |                                       |  |  |  |
| 2)   |                 |  |                                       |  |  |  |
|  |                 |  |                                       |  |  |  |
| Action plan:   |                 |  |                                       |  |  |  |
| a) Medical doctor:   |                 |  |                                       |  |  |  |
| b) Nurse:  |                 |  |                                       |  |  |  |
| c) Physiotherapist.  |                 |  |                                       |  |  |  |
| d) Occupational ther   | apist:          |  |                                       |  |  |  |
| e) Social worker:  | 1               |  |                                       |  |  |  |
| f) Others: e.g. Clinic                                       | al Psychologist |  |                                       |  |  |  |
| , U  |                 |  |                                       |  |  |  |
| <b>Evaluation:</b>   |                 |  |                                       |  |  |  |
| Action Plan  | Time frame      | Progress or achievement                                    | Follow-up action                      |  |  |  |
| 1.   |                 |  |                                       |  |  |  |
| 2.   |                 |  |                                       |  |  |  |
| 3.   |                 |  |                                       |  |  |  |
| 4.   |                 |  |                                       |  |  |  |
| Prioritized Target or Follow-up action for the next 3 months |                 |  |                                       |  |  |  |
| 1)   |                 |  |                                       |  |  |  |
| 2)   |                 |  |                                       |  |  |  |

Name of responsible worker: \_\_\_\_\_ Date: \_\_\_\_\_

22

Note:

- 1) The CARE PLAN should be updated quarterly.
- 2) All disciplines should meet regularly in Joint Case Conference (with/without patient & family presence).
- 3) Rehab is holistic. The family may need to be involved. Decisions are made with patient/family.
- 4) Each worker is accountable for entry of his/her own discipline. (Please attach additional papers if required.) Details of the action for each discipline are attached in case management records.
- 5) Target setting, outcome measures and evaluation are an integral part of rehabilitation.
- 6) The function of the PCFB shall include conducting/financing programmes for the rehabilitation of persons suffering from pneumoconiosis and mesothelioma. Activities falling beyond the scope of PCFB cannot be funded.
- 7) To support reimbursement of work from PCFB, each case upon completion should have the CARE PLAN documents, case management records, outcome and evaluation submitted within one month.
- \* Version 2 (3 March 2016), next review date 9 July 2017