



中華人民共和國香港特別行政區政府總部食物及衛生局
Food and Health Bureau, Government Secretariat
The Government of the Hong Kong Special Administrative Region
The People's Republic of China

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林女士：

二零一八年七月十六日
立法會衛生事務委員會會議
葵青區地區康健中心計劃

立法會衛生事務委員會在二零一八年七月十六日的會議上，曾討論葵青區地區康健中心(康健中心)計劃。政府已於二零一八年九月十二日為康健中心公開招標，邀請非公營機構提供中心營運服務。有關招標文件載列於附件(只備有英文版)，以供委員參閱。

康健中心提供的各項服務和相關收費水平及政府資助已載列於招標文件第 113 - 117 頁。

食物及衛生局局長

(鄭笑麗



代行)

二零一八年十月十二日

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

TENDER FOR SERVICES

LODGING OF TENDER

To be acceptable as a tender, completed tender documents enclosed in a sealed envelope marked

**“Tender for the Provision of Services to Operate
the Kwai Tsing District Health Centre”**

and addressed to the Chairman, Central Tender Board

must be deposited in the Government Logistics Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong

before **12:00 noon** on **16 November 2018**

Late tenders will not be accepted.

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Part I – Interpretation

1. In these Tender Documents and the Contract (as hereinafter defined), the following words and expressions shall have the respective meaning ascribed to them unless the context otherwise requires –

“Business Day”	means a day other than a Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149);
“Chinese Medicine Practitioners”(CMPs)	means registered Chinese medicine practitioners as defined in the Chinese Medicine Ordinance (Cap. 549);
“Commencement Date”	means the date on which the Contract commences;
“Contract”	means the contract to be made between the Government and the Operator for the provision of the Services on the terms set out in Part II – Terms of Tender (insofar as it is applicable), Part V – Conditions of Contract, Part VI – Service Specifications, Service Manual and Guidelines issued by the Government for the DHC Scheme from time to time and all attachments to any of the above;
“Contract Deposit”	has the meaning given to it in Clause 21 of the Conditions of Contract;
“Contract Year”	means a successive period of one year during the Term with the first year commencing from the Operation Date;
“Co-payment”	means that portion of the DHC Network Fee for each session of DHC Network medical and health services which is to be paid by a DHC Client;

Interpretation

“Core Centre”	means the main service outlet of the Kwai Tsing District Health Centre, which has a net operational floor area of about 1 500 square metres and comprises component facilities as more particularly set out in Annex A to Part VI – Service Specifications;
“Core Team”	means the personnel of such posts, numbers, qualifications / experience and having such responsibilities as set out in Schedule D to Part V – Conditions of Contract;
“Designated Bank Account”	means an interest-bearing HK\$ account established and maintained in the sole name of the Operator with a bank licensed under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) solely and exclusively for the purpose of the DHC Scheme;
“DHC Centres”	means and includes the Core Centre and the Satellite Centres;
“DHC Clients”	means members of the public who use the services under the DHC Scheme;
“DHC Network” or “Network”	means a list of M&H Practitioners practising within the districts of Kwai Tsing, Tsuen Wan, Shatin and Sham Shui Po as may from time to time be approved by the Government to provide medical and healthcare services to DHC Clients outside the DHC Centres to be set up under Clause 4 of Part V – Conditions of Contract;
“DHC Scheme”	means the setting up and operation of a District Health Centre in Kwai Tsing District which includes the Core Centre, the Satellite Centres and the DHC Network;
“eHRSS”	means the information infrastructure established under section 5(1) of the Electronic Health Record Sharing System Ordinance (Cap. 625) with the name of “Electronic Health Record Sharing System”;

Interpretation

“FHB”	means the Food and Health Bureau of the Government;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Government Representative”	means – (a) the Permanent Secretary for Food and Health (Health); and / or (b) any officer in the Food and Health Bureau authorized by her to act for the purpose of the Contract ;
“Health Assessment”	means health assessment including without limitation laboratory test, optometry assessment and other tests for the purpose of diagnosis / complication screening or monitoring of chronic diseases such as / including without limitation hypertension and diabetes mellitus;
“Healthcare Professionals”	means professional medical and health practitioners including without limitation dietitians, nurses, pharmacists, physiotherapists (PTs), and occupational therapists (OTs) and Chinese Medicine Practitioners (CMPs) but excludes Medical Practitioners;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong Dollars” or “HK\$”	means the lawful currency of Hong Kong;
“Invitation to Tender” or “invitation to tender”	means this invitation to tender for the provision of the Services to the Government on the terms and conditions set out in the Tender Documents;

Interpretation

“Key Personnel”	means and includes – (a) the Executive Director; and (b) the Chief Care Coordinator having the qualifications / experience and responsibilities as set out in Part I of Schedule D to Part V – Conditions of Contract;
“Marking Scheme”	means the marking scheme set out in Appendix 7 to Part II – Terms of Tender;
“Medical Practitioners”	means medical practitioners duly registered under the Medical Registration Ordinance (Cap.161);
“M&H Practitioners”	means and includes - (a) Medical Practitioners, (b) Healthcare Professionals, and (c) Service providers who conduct Health Assessment;
“Monthly Basic Fee”	means the Monthly Basic Fee set out in Part I of Schedule B to Part V – Conditions of Contract;
“Network Health Assessment Subsidy”	means any one of the Network Subsidy payable by the Government for each of laboratory tests or optometry assessment properly provided under Secondary or Tertiary Prevention as set out in column (C) of the DHC Network Health Assessment Fees Table contained in Part III of Schedule B to Part V – Conditions of Contract;
“Network Health Assessment Unit Fee”	means the Network Health Assessment Unit Fee for each of laboratory test and optometry assessment proposed by the Operator in Part C of Appendix 6 to Part II – Terms of Tender and incorporated into Part III of Schedule B to Part V – Conditions of Contract;

Interpretation

“Network HP Subsidy”	means any one of the Network Subsidy payable by the Government for a session of each of physiotherapy, occupational therapy, acupuncture and acupressure treatment, dietetic and other services properly provided by a Network Healthcare Professional to a DHC Client as set out in column (C) of the DHC Network HP Unit Fees & Subsidy Table contained in Part II of Schedule B to Part V – Conditions of Contract;
“Network HP Unit Fee”	means the Network HP Unit Fee for a session of each of physiotherapy, occupational therapy, acupuncture and acupressure treatment, dietetic and other services proposed by the Operator in Part B of Appendix 6 to Part II – Terms of Tender and incorporated into Part II of Schedule B to Part V – Conditions of Contract;
“Network MP Subsidy”	means the subsidy of HK\$250 payable by the Government for each session of treatment / consultation properly provided by a Network Medical Practitioner to a DHC Client;
“Network Subsidy”	means the subsidy payable by the Government to Network M&H Practitioners for medical, healthcare and Health Assessment services properly provided under the DHC Scheme;
“Operation Date”	means the day on which the Core Centre commences operation. The current target is 1 October 2019 and the actual date is to be determined by the Government;
“Operator”	means the Tenderer whose Tender is accepted by the Government;
“Personal Data”	has the meaning prescribed to it in the Personal Data (Privacy) Ordinance (Cap. 486);

Interpretation

“Primary Prevention”	means and includes health promotion, advisory and counselling services and educational programmes to drive lifestyle changes for the prevention of chronic diseases for targeted groups;
“Relevant Experience”	means but not limited to experience in health promotion, disease prevention, health education, health assessment, chronic disease management and community rehabilitation (which must include domiciliary service and patient empowerment) with emphasis on hypertension, diabetes mellitus, musculoskeletal disorder, stroke, fracture hip and post acute myocardial infarction;
“Satellite Centre”	means one or more of the centres to be operated by the Operator in the five designated areas of Kwai Tsing District specified in Section D of Part VI – Service Specifications;
“Secondary prevention”	means and includes health assessment and screening for targeted groups to facilitate early identification of chronic diseases, including hypertension and diabetes mellitus;
“Services”	means the provision of health care services under the DHC Scheme under and in accordance with the provisions of the Contract and all duties ancillary or incidental thereto;
“Service Output Targets”	means the Service Targets as set out in Schedule C to Part V – Conditions of Contract;
“Set-up Cost”	means a cost of up to HK\$50 million to be paid to the Operator by the Government in accordance under Clause 8.2 of Part V – Conditions of Contract for the purpose of setting up and rendering the DHC Centres to be in a state of readiness for the provision of the Services;
“Targeted Group”	means a group of persons of such attributes as the Government Representative may specify from time to time;

Interpretation

“Tender” or “tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Closing Date”	means 12:00 noon (Hong Kong time) on 16 November 2018;
“Tenderer”	means the person who submits a tender in response to this Invitation for Tender;
“Term”	means the term of the Contract specified in Clause 1 of Part V – Conditions of Contract;
“Tertiary Prevention”	means and includes management of chronic diseases, including hypertension, diabetes mellitus and / or musculoskeletal disorder, and rehabilitation support services for patients with stroke, post acute myocardial infarction and / or hip fracture for targeted groups.

Interpretation

2. The following rules of interpretation shall apply –

- (a) any reference in the Tender Documents or the Contract to any statute, order, regulation, manual / code of practice of the Government or other similar instrument shall be construed as referring to that statute, order, regulation, manual / code of practice of the Government or instrument as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of the Tender Documents or the Contract) and including all subsidiary legislation from time to time made under it;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Documents or the Contract;
- (d) references to a document shall –
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Documents or the Contract;
- (e) references to “Tenderer” or “Operator” shall include its permitted assigns, successors, or any persons deriving title under them;
- (f) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to any M&H Practitioners shall mean such practitioners who must be and must remain properly qualified under the relevant statutory or other regulatory / accreditation regimes of their professions, where applicable;
- (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Documents or the Contract shall bear such

Interpretation

meaning whenever it appears in the same and other parts of the Tender Documents or the Contract;

- (j) a time of a day shall be construed as a reference to Hong Kong time;
 - (k) references to “normal business hours” mean 09:00 to 18:00 hours;
 - (l) references to a day mean a calendar day;
 - (m) references to a month or a monthly period mean a calendar month;
 - (n) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
 - (o) words importing the whole shall be treated as including a reference to any part of the whole;
 - (p) the expressions “include” and “including” shall be construed as without limitation the words following;
 - (q) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Documents or by reference to any other definition;
 - (r) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
 - (s) where a general obligation in the Tender Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.
3. Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

Part II – Terms of Tender

1. Invitation to Tender

- 1.1 Tenders are invited from Tenderers who must be bodies corporate incorporated under the Companies Ordinance (Cap. 622), the Registered Trustees Incorporation Ordinance (Cap. 306) or any other statute for the provision of the Services subject to and in accordance with the terms and conditions as set out in the Contract.
- 1.2 This tender exercise is not covered by the Agreement on Government Procurement of the World Trade Organization.

2. Site Visit and Briefing Session

- 2.1 (a) FHB will arrange a site visit to the Core Centre on a date and time to be set by the Government. Potential Tenderers may attend the site visit during the appointed visit time.
- (b) Tenderers are invited to the following briefing session (conducted in Cantonese) on this Invitation to Tender –

Date - 26 September 2018
Time - 11:00 a.m. to 1:00 p.m.
Venue - Training cum Lecture Room A, 5/F
West Wing, Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong

- 2.2 Tenderers who wish to attend the site visit and / or briefing session are invited to nominate representatives and send an email listing the name of organisation, names and post titles of the nominated representatives, session to attend (site visit and/or briefing session), as well as the name, post title, email address, telephone number and fax number of the contact person, to ktdhctender@fhb.gov.hk on or before **5:00 p.m. of 21 September 2018**.

3. Essential Requirements

- 3.1 All Tenders will be screened for compliance with the essential requirements set out in this Clause 3.1. Tenders which fail to comply with any of the essential requirements set out in this Clause will be disqualified and will not be further considered by the Government. Each Tenderer shall complete the Proposal on Key Personnel contained in Appendix 2 hereto and propose for deployment in the provision of the Services –
- (a) an Executive Director who is to supervise the Operator's overall operation of the DHC Scheme and who must possess at least ten years of administrative experience in supervisory positions, in the fields of public administration, medical, healthcare, community service operations or other similar fields as considered relevant by the

Terms of Tender

Government within the 15 years immediately prior to the original Tender Closing Date; and

- (b) Chief Care Coordinator who is to supervise the clinical and professional operation of the DHC Centres and who must possess at least ten years of experience in nursing practice as a Registered Nurse within the 15 years immediately prior to the original Tender Closing Date. For the purpose of this Clause and Appendix 2 hereto, a Registered Nurse means a nurse with Part I or Part II Registration with the Nursing Council of Hong Kong.

3.2 Each Tenderer shall substantiate Clause 3.1 above with documentary proof which should include without limitation –

- (a) curriculum vitae or statements of experience of the proposed Executive Director and the proposed Chief Care Co-ordinator;
- (b) reference letters from previous employers and other documentary proof on the capacity of service, and competence of the proposed Executive Director and the proposed Chief Care Co-ordinator; and
- (c) for the proposed Chief Care Co-ordinator, copy of the registration certificate(s) issued by the Nursing Council of Hong Kong showing the validity of the registration as at the original Tender Closing Date.

3.3 Should a Tenderer's proposed Executive Director and Chief Care Co-ordinator become unavailable after its Tender submission, the Tenderer shall immediately inform the Government. The Government reserves the right to either disqualify the Tenderer or to request the Tenderer to propose an alternative candidate or candidates of no less favourable qualifications.

4. Operation Plan

Each Tenderer shall prepare and submit the Operation Plan in the form set out in Appendix 1 hereto.

5. Tender Preparation

5.1 All tenders shall be completed in English.

5.2 Tenderers shall prepare and submit a technical proposal and a price proposal as follows –

TECHNICAL PROPOSAL

5.3 The technical proposal shall, without any indication of the prices, contain the following together with any documentary proof and other information as therein required for tender evaluation –

Terms of Tender

- (a) Operation Plan in the form as set out in Appendix 1 hereto;
- (b) Proposal on Key Personnel in the form as set out in Appendix 2 hereto;
- (c) Tenderer's Financial Information in the form as set out in Appendix 3 hereto to gauge the Tenderer's financial capability to undertake the Contract;
- (d) Tenderer's Relevant Experience in the form as set out in Appendix 4 hereto;
- (e) Tenderer's Profile in the form as set out in Appendix 5 hereto;
- (f) Part III - Offer to be Bound;
- (g) Certificate of Incorporation and (where applicable) Certificate of Change of Name of the Tenderer;
- (h) Business Registration Certificate of the Tenderer (if any) valid as at the Tender Closing Date;
- (i) The Tenderer's constitution and any amendment thereto certified as correct by its President where the Tenderer is incorporated under any Ordinance other than Cap. 622 and Cap. 306; and
- (j) A board resolution showing that the authorised person(s) who signed the Offer to be Bound has / have the authority to sign it for and on behalf of the Tenderer.

5.4 The envelope containing the technical proposal shall be marked as follows –

“Technical Proposal – Tender for Provision of Services to Operate the Kwai Tsing District Health Centre (Tender Ref.: FHB201801)”.

PRICE PROPOSAL

5.5 The price proposal shall be contained in the form as set out in Appendix 6 hereto.

5.6 The envelope containing the price proposal shall be marked as follows –

“Price Proposal –Tender for Provision of Services to Operate the Kwai Tsing District Health Centre (Tender Ref.: FHB201801)”.

5.7 Notwithstanding anything contained in the Price Proposal, each Tenderer shall propose as part of the Technical Proposal in Part A1(a) of Appendix 1 to Part II – Terms of Tender (i) a table of disbursement of that part of the Set-up Cost allocated to the Fitting out of the Core Centre; and (ii) a table of disbursement of that part of the Set-up Cost allocated to the Setting up of the Satellite Centres.

5.8 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 shall be initialed by the Tenderer in ink.

5.9 Any counterproposal on any aspect of Part II – Terms of Tender or Part V – Conditions of Contract may, at the option of the Government, render a Tender not to be considered.

5.10 The Government reserves the right to disqualify a Tenderer if –

- (a) false, inaccurate or incorrect information is given in the Tender;
- (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Documents) is not given with the Tender; or
- (c) any particulars or data requested for in the Invitation to Tender is not furnished in full in the Tender.

5.11 In the event of any calculation error on the part of a Tenderer, the Government reserves the right to seek clarification from such Tenderer and may bind the Tenderer(s) to the offers made in the Tender or as corrected. The scoring basis will be one that, in the opinion of the Tender Assessment Panel, best serves the interests of the Government.

6. Tender Submission

6.1 A Tender shall include both the technical proposal and the price proposal prepared in accordance with Clause 5 above and shall place the same in two separate sealed plain envelopes (which shall not bear any distinguishing matter, mark or advertisement to indicate the identity of the Tenderer).

6.2 The technical proposal and the price proposal prepared in accordance with Clause 5 above shall comprise of –

- (a) **three hard copies**, i.e. one original and two photocopies, of the duly completed and signed Part III – Offer to be Bound;
- (b) **ten hard copies**, i.e. one original and nine photocopies, and one softcopy (in Microsoft Word format in a compact disc) of Operation Plan;
- (c) **ten hard copies**, i.e. one original and nine photocopies, of Proposal on Key Personnel;
- (d) **three hard copies**, i.e. one original and two photocopies, of Tenderer's Financial Information;
- (e) **ten hard copies**, i.e. one original and nine photocopies, of Tenderer's Relevant Experience;
- (f) **ten hard copies**, i.e. one original and nine photocopies, of Tenderer's Profile;
- (g) **three hard copies**, i.e. one original and two photocopies, of Price Proposal;
- (h) **three hard certified copies**, of
 - (i) Certificate of Incorporation and Certificate of Change of Name (where applicable) of the Tenderer;
 - (ii) Business Registration Certificate of the Tenderer (if any) valid as at the Tender Closing Date;
- (i) **three hard photocopies** of the Tenderer's constitution and any amendment thereto certified as correct by its chief executive where the Tenderer is incorporated under any Ordinance other than Cap. 622 and Cap. 306; and

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- (j) **three hard copies**, i.e. one original and nine photocopies, of a board resolution showing that the authorised person(s) who signed Part III – Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer.

- 6.3 In the event of any discrepancy between the softcopy and the hard copy of any tender submission, unless the Government wishes to seek clarification, the original hard copy will prevail.
- 6.4 All tenders must be addressed to the Chairman, Central Tender Board and deposited in the Government Logistics Department Tender Box located on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong or at any other location as directed and announced by the Government. Tenders by e-mail or by facsimile will NOT be considered.
- 6.5 The Operation Plan and the Price Proposal submitted by the Operator will, subject to any modification as may be agreed with the Government, be incorporated into and form part of the Contract.

7. Tender Closing Date

- 7.1 All tenders MUST be submitted on or before the Tender Closing Date. Late tenders will NOT be considered.
- 7.2 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 12:00 noon (Hong Kong time) on the Tender Closing Date, the closing time will be extended to 12:00 noon (Hong Kong time) on the first Business Day after the black rainstorm warning signal has ceased to be in effect or tropical cyclone warning signal No. 8 or above is cancelled or lowered.

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 the Government, if a tender is withdrawn before the expiry of the period referred to in Clause 8.1 above, the Government will take notice of such withdrawal, and this may prejudice the Tenderer's future standing as a Government service provider.

9. Tender Evaluation

All Tenders will be evaluated in accordance with the Marking Scheme as set out in Appendix 7 hereto.

10. Tenderers' Responses to Government's Enquiries

In the event that the Government determines that –

- (a) clarification in relation to any part of a Tender is necessary; or
- (b) a document or a piece of information other than (i) the original duly signed Offer to be Bound; (ii) a duly completed Operation Plan; (iii) a duly completed Proposal on Key Personnel and (iv) a duly completed Price Proposal, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the missing document or information. The Tenderer concerned shall thereafter within five Business Days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Tender will not be considered further if 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 the Government. Without prejudice to the foregoing, any excess proposal or information supplied by a Tenderer which goes beyond what has been requested by the Government will be ignored for the purposes of the evaluation or will entitle (but not oblige) the Government to disqualify the Tenderer concerned. As an alternative to seeking clarification or further information or document, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

11. Offer to be Binding

A Tenderer is deemed to have satisfied itself as to the correctness of its tender. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

12. Award of Contract

12.1 The successful Tenderer will within the period referred to in Clause 8.1 above, receive a letter of conditional acceptance (“Letter of Conditional Acceptance”), by fax or by post, from the Government notifying conditional acceptance of its tender subject to its punctual performance of the following –

- (a) submission of the Contract Deposit as referred to in Clause 14 below;
and
- (b) any other condition as the Government may specify in the Letter of Conditional Acceptance.

12.2 Unless otherwise agreed by the Government, the Letter of Conditional Acceptance will lapse and be of no effect where the Tenderer fails to fulfil any of the conditions specified above.

- 12.3 Upon satisfactory completion of the conditions specified in Clause 12.1 above, the Government will issue a Memorandum of Acceptance to the successful Tenderer, by fax or by post, whereupon a legally binding Contract will be constituted between the Government and the successful Tenderer.
- 12.4 Tenderers who do not receive any notification within the Tender Validity Period may assume that their tenders are not accepted. Details of the tender result will be published at the website –
https://www.fhb.gov.hk/en/tender/180912_ktdhc/award.html

13. Savings

- 13.1 The Government is not obliged to accept the Tender with the highest combined score or any Tender.
- 13.2 The Government reserves the right to negotiate with any Tenderer the terms of its Tender.

14. Contract Deposit

The successful Tenderer recommended for the award of the Contract will be required to, within 21 Business Days from the date of a Letter of Conditional Acceptance, furnish to the Government a Banker's Guarantee issued by a bank holding a valid banking licence under the Banking Ordinance (Cap. 155) in the sum of HK\$4 million, or HK\$5 million if being unable to provide adequate financial information for a meaningful assessment to be conducted or having failed the financial vetting, in the form as set out in Appendix 8 hereto as security for the due and proper performance and observance by it of its obligations under the Contract.

15. Cancellation of Tender

The Government reserves the right to cancel this Invitation to Tender and the Government is not bound to give any reasons therefor.

16. Cost of Tender Preparation

All costs incurred by a Tenderer in association with the preparation and submission of its Tender shall be borne by that Tenderer.

17. Addendum

The Government may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Date. If any addendum is issued after the Tender Closing Date, Tenderers will be asked to confirm compliance with the addendum, failing which their Tenders may be disqualified.

18. 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 the Government evaluates any tenders or quotations that the successful Tenderer may submit in the future. A Tender will be rejected if at any time before the Tender Closing Date the Tenderer is under suspension from tendering for Government tenders.

19. Documents of Tenderers

The Government 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 Commencement Date.

20. Consent to Disclose

20.1 The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.

20.2 Nothing herein shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified herein) if the disclosure is made 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 the Government (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 the Government under Clause 20.1, to the extent the information relates to a Tenderer, with the prior consent of the Tenderer.

21. Personal Data Provided

21.1 A Tenderer must be responsible for procuring all requisite consents from all relevant 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 the Government 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 the Government, any professional advisers, consultants or contractors of the Government and tribunals or courts having jurisdiction to resolve any dispute.

- 21.2 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 –

Senior Executive Officer (Administration)
Food and Health Bureau
18/F, East Wing, Central Government Offices
Tamar, Hong Kong
Telephone: (852) 3509 8769
Facsimile: (852) 2541 3352
E-mail: enquiry@fhb.gov.hk

22. Warranty against Bribery

- 22.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 22.2 The successful Tenderer must inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Tenderer must also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

23. Warranty against Collusion

- 23.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to the Government that in relation to the Invitation to Tender –
- (a) save with the prior written consent of the Government, it has not communicated and will not communicate to any person other than the Government 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

Terms of Tender

- (d) to whether it or that other person will or will not submit a Tender; and 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 a Tenderer is in breach of any of the representations and/or warranties in Clause 23.1, the Government will be entitled to, without compensation to any person or liability on the part of the Government –
- (a) reject the Tenderer's Tender;
 - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- 23.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government 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.
- 23.4 A breach by a Tenderer of any of the representations and / or warranties in Clause 23.1 may prejudice its future standing as a Government contractor or service provider.
- 23.5 Clause 23.1 has no application to a Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Tender.
- 23.6 The rights of the Government under Clauses 23.2 to 23.4 are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

24. Enquiries

- 24.1 Any enquiries concerning the submission of tenders prior to the Tender Closing Date can be directed to one of the following officers –

Chief Executive Officer (Health) 5A
Team 5, Health Branch
Food and Health Bureau
Room 1919, 19/F, East Wing
Tamar, Central Government Offices
Hong Kong
Telephone: (852) 3509 8928
Facsimile: (852) 2840 0467

E-mail: ktdhctender@fhb.gov.hk

Executive Officer (District Health
Centre Team) 5A
Team 5, Health Branch
Food and Health Bureau
Room 1924, 19/F, East Wing
Tamar, Central Government Offices
Hong Kong
Telephone: (852) 3509 7905
Facsimile: (852) 2840 0467

Email: ktdhctender@fhb.gov.hk

- 24.2 After lodging their Tenders with the Government, Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their Tenders. The Government 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.
- 24.3 Unless otherwise expressly stated by the Government, no statement, whether oral or written, made and any action taken by any Government officer in response to any enquiry 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.

25. Disclaimer

All information, statistics, forecasts and projections provided by the Government in connection with this Invitation to Tender (including those set out in the Tender Documents) (collectively “Information”) are for reference only. The Government gives no warranty, representation or undertaking as to their accuracy, reliability or completeness. The Government accepts no liability whatsoever for (a) the accuracy, completeness or reliability or otherwise of any such Information; and (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 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.

26. Complaints about Tendering Process or Contract Award

The tendering exercise is subject to internal monitoring to ensure that the process is proper and fair. Any Tenderer who feels that its Tender has not been fairly evaluated may write to the Secretary for Food and Health who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three months after the award of Contract.

Appendix 1 to Part II – Terms of Tender

Operation Plan

Notes for Tenderer

1. Tenderers are advised to read the following notes carefully before they proceed to complete this Operation Plan –
 - (a) A Tenderer shall prepare the Operation Plan in accordance with the format as set out in this Appendix 1 and provide information under each specific item (*e.g. A1, B1 and C1*) accordingly.
 - (b) Where applicable, a Tenderer may provide cross-references in one item to other items to the extent they relate to the same matter. Marks will be given on the basis of information contained in each item only, unless cross-references to other items which relate to the same matter are provided, in which case, the information contained in such other items may be considered to the extent relevant.
2. The Operation Plan shall be in compliance with the requirements set out in the Service Specifications.
3. **The Operation Plan submitted by the Operator will be incorporated as part of the Contract subject to such modification as may be agreed by the Government.**

A	Proposals for DHC Operation
A1(a)	<p>With reference to Part VI – Service Specifications, Tenderers are to set out their plans for –</p> <ul style="list-style-type: none"> (i) setting up; and (ii) utilizing <p>the Core Centre.</p> <p>Tenderers should also set out (iii) the strategies for identifying the premises for the Satellite Centres, if physical locations have yet to be identified at the time of submission of the Tender, and (iv) the proposed functions to be served by the Satellite Centres.</p> <ul style="list-style-type: none"> (v) Tenderers should set out the healthcare facilities and equipment to be procured for the DHC Centres.
A2(a)	<p>Tenderers are to set out their strategies and plans for recruiting the Core Team and DHC Network M&H Practitioners for delivery of primary, secondary and tertiary prevention services. Tenderers are required to include in the Network as many service providers and diversified service location points as possible.</p>
A2(b)	<p>Please set out the proposed composition of the team to be stationed in the DHC Core Centre and the Satellite Centres. If the proposal involves recruitment of staff in addition to the minimum proposal as set out in Clause 1, Section A of Part VI – Service Specifications, please explain the rationale and the cost allocation. Other than M&H Practitioners, Tenderers may propose recruitment of supporting staff such as administrative and care service support staff, etc. Please set out the proposal in the table at Annex A.</p>
A2(c)	<p>Please set out the proposed composition / mix of the Network M&H practitioners as well as the rationale; plan on how to engage different Network M&H practitioners to develop / deliver different innovative activities / programmes to meet the needs of different groups / categories of clients.</p>

A3	<p>Tenderers are invited to set out their plans for –</p> <ul style="list-style-type: none"> (i) attracting different groups of DHC Clients, e.g. those of different genders, ethnicities and ages; (ii) outreaching services for addressing healthcare service needs of specific groups; (iii) meeting the service output targets; (iv) promotion and publicity on the objectives and services provided under the DHC Scheme; and (v) organizing and maintaining support groups. <p>Tenderers may propose service volumes that exceed the proposed service output targets of the Government (Schedule C to Conditions of Contract) with justifications and explanations on how to achieve such proposals.</p>
A4	<p>In accordance with the proposed staff plan set out at item A2(b) above, Tenderers are invited to set out the management structure, including the organization of the Core Team, reporting line, administrative mechanism, division of responsibilities and duties within the context of staffing plan and service specification, etc.</p>
A5	<p>Tenderers are invited to set out their plans for monitoring the operation of the DHC Scheme.</p> <p>Key aspects include but are not limited to –</p> <ul style="list-style-type: none"> (i) Patients’ journey, such as handling of walk-in DHC Clients, logistics and waiting time, etc.; (ii) Coordination of care and referral; (iii) Use of information technology (IT) and eHRSS, as well as measures outside of the IT platform, by M&H Practitioners for recording and communication of the service; (iv) Integrity of the processing of all financial related procedures and records; (v) Proper client record keeping and matters associated with personal data protection; and (vi) Quality assurance of services provided by DHC Centres and Network M&H Practitioners (e.g. inspection, regular assessment).

B	Proposals for contingency and risk management system
B1	<p>Tenderers shall set out a sound contingency and risk management system with safety considerations during service delivery and on service sustainability. The plan shall cover communication of the contingency and risk management system to DHC clients, caregivers, staff during service delivery and on service sustainability.</p> <p>Please set out the specific plans for (a) avoiding service interruption arising from staff or Network M&H Practitioner(s) turnover; (b) personal data breach.</p>

C	Proposals for value-adding services
C1	<p>Tenderers shall set out any plans they may have for applying information or advance technologies, creative ideas or user-friendly devices that can encourage and facilitate health management, promote better understanding of health messages, and ultimately enhance the quality or effectiveness of DHC services and programmes.</p>

Annex A to Item A2(b), Part A – Operation Plan

Proposed Composition of the Core Team¹

Posts ²	Minimum No.	Proposed No. ³
Executive Director	1	
Chief Care Coordinator	1	
Care Coordinators	6	
Physiotherapist	1	
Occupational Therapist	1	
Pharmacist (Full-time equivalent)	1	
Social Workers	3	
Administrative Staff	6	
Dietitian (Part-time)	1	

Other posts	Proposed No.	Proposed Minimum Qualification	Proposed Minimum Experience	Proposed Responsibilities
(a)				
(b)				
(c) ...				

¹ Cost on the proposed team shall be set out at Appendix 6 to Part II – Terms of Tender **Price Proposal**.

² Minimum qualification, minimum experience and responsibilities of the posts are set out in Clause 1, Section A of Part VI – Service Specifications.

³ The proposed number of personnel shall be the same as or larger than the minimum number.

Appendix 2 to Part II – Terms of Tender

Proposal on Key Personnel

Experience of Key Personnel

1. Executive Director

Number of aggregate years of administrative experience in supervisory positions in the fields of public administration, medical, healthcare, community service operations or other similar fields as considered relevant by the Government, acquired by the proposed Executive Director within the 15 years immediately prior to the original Tender Closing Date –

Name of the proposed Executive Director –

(Chinese)_____ (English)_____

Name of organisation/company	Post	Duration of employment with supervisory experience		Number of years of supervisory experience
		From (dd/mm/yy)	To (dd/mm/yy)	
Number of aggregate years –				

Serial No.	Supporting Documents	Annex No.

2. Chief Care Coordinator

Number of aggregate years of experience in nursing practice as a Registered Nurse acquired by the proposed Chief Care Coordinator in Hong Kong within the 15 years immediately prior to the original Tender Closing Date –

Name of the proposed Chief Care Coordinator –

(Chinese)_____ (English) _____

Name of organisation/company	Post	Duration of employment with nursing experience		Number of years of nursing experience
		From (dd/mm/yy)	To (dd/mm/yy)	
Number of aggregate years –				

Serial No.	Supporting Documents	Annex No.

Appendix 3 to Part II – Terms of Tender

Tenderer’s Financial Information

Evidence of financial viability and capability of the Tenderer	
1	<p>Full sets of audited financial statements¹ of the Tenderer for the past three Financial Years prior to the Tender Closing Date are attached in Annex _____, which shall comply with the following –</p> <ul style="list-style-type: none"> <input type="checkbox"/> audited financial statements of the Tenderer for each of the respective Financial Year shall be the originals or certified true copies by the Tenderer’s auditor; <input type="checkbox"/> the latest set of audited financial statements of the Tenderer shall be for a period ending no more than 18 months before the Tender Closing Date; <input type="checkbox"/> each full set of audited financial statements of the Tenderer shall contain the directors’ report, auditors’ report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the financial statements; <input type="checkbox"/> if the Tenderer is a subsidiary of another company, apart from the “company-only” audited financial statements reflecting the financial position and results of the Tenderer itself, the audited consolidated financial statements reflecting the financial position of the group as a whole shall also be submitted. <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>

¹All such financial statements must have been audited by a Hong Kong Certified Public Accountant (Practising) whose name appears on the gazetted list of Hong Kong Certified Public Accountants. Each set of audited financial statements shall be prepared in accordance with the relevant laws of Hong Kong and the international accounting standards as in effect from time to time and consistently applied in Hong Kong (including the Accounting Standards and Accounting Guidelines as the Hong Kong Institute of Certified Public Accountants may issue and update from time to time) and duly audited, dated and signed by a Hong Kong Certified Public Accountant (Practising) as specified above. Unaudited financial statements are acceptable only if the Tenderer is an unincorporated entity where audited accounts are not mandatorily required or a newly established company where the first audited financial statements are not yet available. The unaudited financial statements must be certified by the sole proprietor, partners, directors of the Tenderer or certified public accountants as the case may be.

2	<p>Projected statements of profits or loss and other comprehensive income and statement of cash flows in respect of each year, including the pre-operation period, covered under the whole Term of the Contract are attached in Annex _____, which shall be as set out below –</p> <p><input type="checkbox"/> Two sets of projected statements of profit or loss and other comprehensive income and statement of cash flows shall be submitted, with one set for the Services and another for the Tenderer as a whole. The projected statements should be certified by the Tenderer's chief executive. The projections shall show separately the projected revenue, projected operating expenses, sources of finance, and other particulars, item by item. The bases and major assumptions for the projections and all the supporting schedules and detailed calculations shall be provided.</p> <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>
3	<p>Proposed financing which may be required from financial institutions for performance of the Services.</p> <p><input type="checkbox"/> Yes, document (e.g. original letters from bankers confirming lines of credit facilities available, balances of tenderer's bank accounts and deposits, agreements confirming long-term loans obtained, or to be obtained from parent company) is attached in Annex_____.</p> <p><input type="checkbox"/> No, financing from financial institutions is not required.</p> <p><i>(Please put a ✓ in the appropriate box and assign an Annex number sequentially)</i></p>

Appendix 4 to Part II – Terms of Tender

Tenderer's Relevant Experience

Proof of and Basis for Calculating Relevant Experience	
1	<p>A Tenderer should set out and submit appropriate documentary proof on programme details, funding sources, user feedback and other outcome indicators to support its claims of different aspects as listed out in the Relevant Experience in Interpretation.</p>
2	<p>If the Tenderer is a <i>newly formed body corporate</i>, experience of Tenderer's shareholders having not less than 30% interest in the Tenderer will be counted for the purpose of calculating the Tenderer's Relevant Experience. The Relevant Experience of different shareholders of the Tenderer in the same programme / project will not be double-counted.</p> <p>For the purpose of this Appendix, "newly formed body corporate" means a body corporate that has been incorporated under the Companies Ordinance (Cap. 622), the Registered Trustees Incorporation Ordinance (Cap. 306) or any other statute for less than three years before the original Tender Closing Date.</p> <p>Experience of a Tenderer shall be the weighted average of experience of each Tenderer's shareholder (who should have not less than 30% interest in the Tenderer) based on their respective shareholdings. For example, where Shareholder A and Shareholder B of a newly formed body corporate submit a Tender, with Shareholder A having 40% interest in the Tenderer and four years of experience in (i) chronic disease management and Shareholder B having 60% interest in the Tenderer and five years of experience in (i) chronic disease management, the experience of the Tenderer in chronic disease management is $4 \times 40\% + 5 \times 60\% = 4.6$ years.</p>

Appendix 5 to Part II – Terms of Tender

Tenderer's Profile

1	Name of the Tenderer: <i>(Name of the Tenderer shall be the same as the one specified in the Offer to be Bound.)</i>	
2	Business Entity and Registration Status of the Tenderer:	
3	Registered Office / Principal Place of Business of the Tenderer with Address:	
	Correspondence Address of the Tenderer: <i>(If different from the above address)</i>	
4	Name and Address of Each Director: <i>(Insert more rows for completion if appropriate)</i>	
	Name:	Address:
	Name:	Address:
	Name:	Address:
5	Authorised Contact Person of the Tenderer:	
	(a)	Name:
	(b)	Post:
	(c)	Office Tel Number:
	(d)	Fax Number:
	(e)	E-mail Address <i>(if applicable)</i> :

Appendix 6 to Part II – Terms of Tender

Price Proposal

Part A – Proposed Monthly Basic Fee

	Post	Minimum No.	Proposed No.¹	Cost HK\$ (per month)
1	Core Team			
	Executive Director	1		[00]
	Chief Care Coordinator	1		[00]
	Care Coordinators	6		[00]
	Physiotherapist	1		[00]
	Occupational Therapist	1		[00]
	Pharmacist	1 (Full - time equivalent)		[00]
	Social Workers	3		[00]
	Administrative Staff	6		[00]
	Dietitian (Part-time)	1		[00]
	Others (a) (b) (c)			[00]
2	Administrative Costs for Operation of DHC Centres and the DHC Network (with breakdown) including without limitation - (i) Promotion and publicity for			[00]

¹The proposed number of personnel shall be the same as or larger than the minimum number.

	the DHC Scheme (ii) Utilities and other outgoings of the DHC Centres (iii) Minor repairs and maintenance works in respect of the DHC Centres (iv) Others (please itemize)			
	Monthly Basic Fee			[000]**
	Monthly Basic Fee for 36 months from the Operation Date i.e. (A) Total x 36 months = (AA)			[000]

**This figure will be binding on the successful Tenderer once its Tender is accepted. Except for the proposed Administrative Costs for Operation of the DHC Centres and the DHC Network, the successful Tenderer may under the Contract adjust the cost allocation amongst sub-items of the Core Team (Item 1 of Part A above), subject to prior agreement in writing with the Government Representative.

Part B – Proposed Monthly Network HP Unit Fee and Subsidy

Please set out all the proposed Network HP services. For the purpose of Price Assessment, the Total Indicative Monthly Network HP Subsidy will be derived by applying the relevant unit fees as proposed by each Tenderer in columns (A) and (C) below to the indicative numbers of sessions as set out in column (D) below.

Healthcare Professionals Services	Tenderer's Proposal For Price Assessment			Indicative numbers of sessions per month	Total Indicative Monthly Network HP Subsidy (HK\$)
	Proposed Network HP Unit Fee (HK\$/Session)	Proposed Co-payment by DHC Clients (HK\$/Session)# [Cap]	Proposed Network HP Subsidy payable by the Government (HK\$/Session)		
	(A)	(B)	(A)-(B) = (C)**	(D)	(C)x(D) = (E)
Physiotherapy (PT)		[250]		5 PTs X 7 sessions a day X 25 days = 875 sessions	E1
Occupational Therapy (OT)		[250]		5 OTs X 7 sessions a day X 25 days = 875 sessions	E2
Dietetic service		[250]		5 dietetic services X 7 sessions a day X 25 days = 875 sessions	E3
Chinese Medicine Practitioner (CMP) service		[150]		5 CMPs X 10 sessions a day X 25 days = 1 250 sessions	E4
Speech Therapy (ST) (if offered)		[250]		1 session a day X 25 days = 25 sessions	E5
Podiatric service (PS) (if offered)		[250]		1.5 sessions a day X 25 days = 38 sessions	E6

Any other services offered (please itemize)				Please estimate with formula below for each service specified: 1 session a day x 25 days = 25 sessions	E(others)
Total Monthly Network HP Subsidy (E1+E2+E3+E4+E5+E6+E(others)) =					
Total Monthly Network HP Subsidy x 36 months = (BB)					

** Binding unless otherwise agreed by the Government.

Where the Client is referred by the Hospital Authority for community rehabilitation services, the Co-payment by DHC Client (except for CMP services) will be capped at \$100. The price difference between the Network HP Unit Fee and the Co-payment by DHC Clients will be absorbed by the Government.

Part C – Proposed Network Health Assessment Unit Fee and Subsidy

The indicative numbers of tests / assessments set out in column (D) below are provided to deduce the Total Indicative Monthly Network Health Assessment Subsidy, for the purpose of Price Assessment only.

Healthcare Professionals Services	Tenderer's Proposal For Price Assessment			Indicative number of tests /assessments per month	Total Indicative Monthly Network Health Assessment Subsidy (HK\$)
	Proposed Network Health Assessment Unit Fee (HK\$ per test or assessment)	Proposed Co-payment by DHC Clients (HK\$ per test or assessment)	Proposed Network Health Assessment Subsidy payable by the Government (HK\$ per test or assessment)		
	(A)	[Cap] (B)	(A)-(B) = (C)**	(D)	(C)x(D) = (E)
Laboratory test for diabetes mellitus assessment*		[250]		1600 patients per year / 12 months = 133 per month	E1
Laboratory test for hypertension assessment@		[250]		1600 patients per year / 12 months = 133 per month	E2
Optometry assessment#		[250]		1600 patients per year / 12 months = 133 per month	E3
Total Monthly Network Health Assessment Subsidy (E1+E2+E3) =					
Total Monthly Network Health Assessment Subsidy x 36 months = (CC)					

- * Laboratory test for diabetes mellitus assessment includes blood test for fasting glucose, HbA1c, lipid profile, renal function test (RFT), and urine test for albumin to creatinine ratio (ACR).
- @ Laboratory test for hypertension assessment includes blood tests for fasting glucose, lipid profile and RFT.
- # Optometry assessment includes (a) acuity test; (b) slit lamp assessment (c) retinal photo taking with diabetic retinopathy grading.
- ** Binding unless otherwise agreed by the Government.

Part D – Proposed One-off Expenses

1	Proposal on Use of Set-Up Cost (up to HK\$50 million)	Amount (HK\$)
	(a) Pre-operation working capital for the purpose of engaging necessary personnel, promoting the DHC Scheme, etc.	Payment schedule to be proposed by the Tenderer and agreed with the Government
	(b) Fitting out of the Core Centre	To be disbursed in accordance with Part A1(a) of Appendix 1 to Part II – Terms of Tender Operation Plan
	(c) Setting up of the Satellite Centres	To be disbursed in accordance with Part A1(a) of Appendix 1 to Part II – Terms of Tender Operation Plan
2	Value-adding Services proposed in Part C of Appendix 1 to Part II – Terms of Tender Operation Plan (a) (b) (c)	
	One-off Expenses Total = (DD)	

**Part E – Calculation of Total Tender Price for Price Assessment
(FOR OFFICIAL USE ONLY)**

Item	Amount (HK\$)
Part A – Total Monthly Basic Fee for 36 months from the Operation Date (AA)	
Part B – Total Monthly Network HP Subsidy for 36 months from the Operation Date (BB)	
Part C – Total Monthly Network Health Assessment Subsidy for 36 months from the Operation Date (CC)	
Total Monthly Tender Price for 36 months from the Operation Date	
Part D – One-off Expenses (DD)	
Total Tender Price ((AA) + (BB) + (CC) + (DD))	

Appendix 7 to Part II – Terms of Tender

Marking Scheme

A two-envelope approach with a technical to price weighting of 70:30 will be adopted for tender evaluation. All tenders will be assessed in the following manner.

Stage 1 – Completeness Check

1.1 All tenders received will be checked to ensure completeness of the tender submission. If a tenderer fails to submit **on or before the Tender Closing Date** any of the following, its tender will not be considered further –

- (a) original duly signed **Part III – Offer to be Bound;**
- (b) duly completed Appendix 1 to Part II – Terms of Tender **Operation Plan;**
- (c) duly completed Appendix 2 to Part II – Terms of Tender **Proposal on Key Personnel;** and
- (d) duly completed Appendix 6 to Part II – Terms of Tender **Price Proposal.**

Stage 2 – Compliance with Essential Requirements

2.1 A tender which has passed Stage 1 will be checked to determine its compliance with all the essential requirements as set out in Clause 3.1 of the Terms of Tender. A tender which fails to meet any of the essential requirements will not be considered further.

Stage 3 – Technical Assessment

- 3.1 A tender which has passed Stage 2 assessment will be evaluated according to the assessment criteria in Parts A, B, C, D and E of the table below. The total maximum technical mark which can be awarded to a tender is 70. Tenders failing to obtain the overall passing mark of 14 from Assessment Criteria (1) to (5) under Part A, Assessment Criterion (6) under Part B and Assessment Criterion (8) under Part D will not be considered further.

Assessment Criteria			Maximum Mark	Marking Basis
Part A – Proposals for DHC operation			35	See Note 1
	(1)	Plans for – (a) Setting up; and (b) Utilizing the Core Centre; (c) The strategies for identifying the premises for the Satellite Centres, if physical locations have yet to be identified at the time of submission of the Tender; (d) The proposed functions to be served by the Satellite Centres; (e) Healthcare facilities and equipment to be procured for the DHC Centres.	7	
	(2)	Strategies and plans for recruiting (a) the Core Team and (b) the DHC Network Medical and Healthcare (M&H) Practitioners	7	
	(3)	Plans for – (a) Attracting different groups of DHC Clients, e.g. those of different genders, ethnicities and ages; (b) Outreaching services for addressing healthcare service needs of specific groups; (c) Meeting the service output targets; (d) Promotion and publicity on the objectives and services provided under the DHC Scheme; (e) Organizing and maintaining support groups.	7	

	(4)	Proposed management structure ensuring the delivery of its commitments	7	
	(5)	<p>Plans for process monitoring for the operation of the DHC Scheme, which cover the following –</p> <ul style="list-style-type: none"> (a) Patients’ journey; (b) Coordination of care and referral; (c) Use of information technology (IT) and Electronic Health Record Sharing System (eHRSS); (d) Integrity – financial related procedures and records; (e) Proper client record keeping and matters associated with personal data protection; (f) Quality assurance of services provided by DHC Centres and Network M&H Practitioners (e.g. inspection, regular assessment). 	7	
Part B – Proposals for contingency and risk management system			10	See Note 2
	(6)	Contingency and risk management system	10	

Part C – Quality of Value-adding Services			10	See Note 3
	(7)	Plans for applying information or advance technologies, creative ideas or user-friendly devices / programmes that can encourage and facilitate health management, promote better understanding of health messages, and ultimately enhance the quality or effectiveness of DHC services and programmes.	10	
Part D – Tenderer's Relevant Experience and Key Personnel			9	
	(8)	Tenderer's Relevant Experience in community and healthcare services	5	See Note 4
	(9)	Experience of the proposed Executive Director	2	See Note 5
	(10)	Experience of the proposed Chief Care Coordinator	2	See Note 6
Part E – Composition of the DHC Core Team			6	
	(11)	Healthcare service providers in the Core Team	2	See Note 7
	(12)	Network Medical Practitioners	2	See Note 8
	(13)	Network Healthcare Professionals and Network Chinese Medicine Practitioners (CMPs)	2	See Note 9
		Total Mark:		

Note 1: The guidelines for assessment of assessment criteria (1) to (5) under Part A are as follows –

7 marks	For proposals that (a) are complete, inspiring / visionary, highly clear and practicable with realistic / promising targets; and (b) demonstrate full understanding of the DHC requirements.
5 marks	For proposals that (a) are complete, clear and practicable with realistic / promising targets; and (b) demonstrate good understanding of the DHC requirements.
3 marks	For proposals that (a) are complete and practicable; and (b) demonstrate understanding of most of DHC requirements.
0 mark	For proposals that are incomplete or impracticable, or fail to demonstrate understanding of the DHC requirements.

Note 2: The guidelines for assessment of assessment criterion (6) under Part B are as follows –

10 marks	For proposals that (a) are complete, highly clear and practicable with realistic / promising targets; (b) have demonstrated due regard to system safeguards and adherence to effective checks and balances; (c) contain effective communication plan to different stakeholders; and (d) have demonstrated full understanding of the need to cope with contingencies, manage risks and ensure service sustainability.
8 marks	For proposals that (a) are complete, clear and practicable; (b) have demonstrated due regard to system safeguards and adherence to proper checks and balances; (c) contain practicable communication plan to different stakeholders; and (d) have demonstrated good understanding of the need to cope with contingencies, manage risks and ensure service sustainability.
6 marks	For proposals that (a) are complete and practicable; and (b) have demonstrated good efforts in drawing up system safeguards and adhering to checks and balances; (c) contain communication plan to different stakeholders; and (d) have demonstrated good efforts in understanding the need to cope with contingencies, manage risks and ensure service sustainability.
4 marks	For proposals that (a) are complete; and (b) have demonstrated good efforts in understanding the need but fall short of demonstrating readiness to cope with contingencies, manage risks and ensure service sustainability.
2 marks	For proposals that have demonstrated good efforts in understanding the need to cope with contingencies, manage risks and ensure service sustainability but have obvious omissions or shortcomings.

- 0 mark For proposals that are incomplete or impracticable, or fail to demonstrate understanding of the need to cope with contingencies and manage risks.

Note 3: The guidelines for assessment of assessment criterion (7) under Part C are as follows –

- 10 marks For plans that contain **at least three** value-adding components, each being innovative, well thought-through, practicable, resource-efficient and likely to be very effective.
- 8 marks For plans that contain **three** value-adding components, each being innovative, well thought-through and practicable, with one component questionable on effectiveness, efficiency or economy.
- 6 marks For plans that contain **three** value-adding components, each being innovative, well thought-through and practicable but with two components questionable on effectiveness, efficiency or economy.
- 4 marks For plans that contain **two** value-adding components, each being innovative, well thought-through and practicable but with one component questionable on effectiveness, efficiency or economy.
- 2 marks For plans that contain **one** value-adding component that is innovative but is questionable on effectiveness, efficiency or economy.
- 0 mark For plans that do not contain any value-adding component or that are wholly impracticable.

Note 4: The guidelines for assessment of assessment criterion (8) under Part D are as follows –

Tenderer with Relevant Experience in providing each of the following categories of community and healthcare services for three or more years will be given 1 mark (i.e. a maximum of 5 marks can be given for each tenderer) –

- (i) Health promotion and chronic disease prevention
- (ii) Chronic disease management
- (iii) Community rehabilitation
- (iv) Outreach and social supporting services
- (v) Community services and domiciliary rehabilitation

Remark 1: The relevant experience of a tenderer includes those contracts in the name of the tenderer, experience gained in the capacity of a sub-contractor and the experience of the tenderer's shareholders (Item 2, Appendix 4 to Part II – Terms of Tender refers). Experience of different shareholders of the Tenderer in the same

programme/ project will not be double-counted.

Remark 2: A tenderer's years of experience will be counted in days on an aggregate basis up to the original Tender Closing Date. In other words, in calculating the "aggregate years of experience", the total aggregate number of days of experience claimed by a tenderer will be divided by 365, being the number of days for a year. The calculation will be rounded to the nearest two decimal places. Figures with the value at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the value at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the value at the second decimal place. As an illustration, "three aggregate years of experience" shall mean an aggregate of 1095 days of experience, being 365 days x 3.

Note 5: The guidelines for assessment of experience of the proposed Executive Director are as follows –

Tenderer who proposes a candidate for the Executive Director post with experience exceeding the contract requirement on experience set out in Clause 1 of Part VI – Service Specifications will be given mark(s) as follows –

2 marks	For candidate with experience exceeding the contract requirement on experience by five years or more;
1 mark	For candidate with experience exceeding the contract requirement on experience by three years or more but less than five years;
0 mark	For candidate with experience exceeding the contract requirement on experience by less than three years.

Remark 1: Remark 2 under Note 4 above is also applicable to this assessment criterion.

Remark 2: Experience exceeding the contract requirement, which was gained before the 15 years immediately prior to the original Tender Closing Date, will be counted.

Note 6: The guidelines for assessment of experience of the proposed Chief Care Coordinator are as follows –

Tenderer who proposes a candidate for the Chief Care Coordinator post with experience exceeding the contract requirement on experience set out in Clause 1 of Part VI – Service Specifications will be given mark(s) as follows –

2 marks	For candidate with experience exceeding the contract requirement on experience by five years or more;
1 mark	For candidate with experience exceeding the contract requirement on experience by three years or more but less than five years;
0 mark	For candidate with experience exceeding the contract requirement on experience by less than three years.

Remark 1: Remark 2 under Note 4 above is also applicable to this assessment criterion.

Remark 2: Experience exceeding the contract requirement, which was gained before the 15 years immediately prior to the original Tender Closing Date, will be counted.

Note 7: The guidelines for assessment of the Healthcare Professionals in the Core Team are as follows –

2 marks	The tenderer commits to employ an extra five to ten full-time healthcare service providers in the Core Team (versus the minimum number of full-time and part-time staff as specified in Appendix 6 to Part II – Terms of Tender);
1 mark	The tenderer commits to employ an extra two to four full-time healthcare professionals in the Core Team (versus the minimum number of full-time and part-time staff as specified in Appendix 6 to Part II – Terms of Tender);
0 mark	The tender commits to employ not more than one extra full-time healthcare professional in the Core Team (versus the minimum number of full-time and part-time staff as specified in Appendix 6 to Part II – Terms of Tender).

Note 8: The guidelines for assessment of Network Medical Practitioners are as follows –

2 marks	The tenderer commits to enlist the service of at least 20 Network Medical Practitioners within six months from the start of the operation of the DHC (vs the minimum of ten DHC Network Medical Practitioners at the start of DHC operation);
1 mark	The tenderer commits to enlist the service of at least 15 Network Medical Practitioners within six months from the start of the operation of the DHC (vs the minimum of ten DHC Network Medical Practitioners at the start of DHC operation);
0 mark	The tenderer commits to enlist the service of less than 15 Network

Medical Practitioners within six months from the start of the operation of the DHC (vs minimum of ten DHC Network Medical Practitioners at the start of DHC operation).

Note 9: The guidelines for assessment of Network Healthcare Professionals and Network CMPs are as follows –

2 marks	The tenderer commits to enlist the service of at least 40 Network Healthcare Professionals and Network CMPs, including no less than 10 CMPs and 10 other healthcare professionals, within six months from the start of the operation of the DHC (vs the minimum of 20 for the start of DHC operation);
1 mark	The tenderer commits to enlist the service of at least 30 Network Healthcare Professionals and Network CMPs, including no less than 10 CMPs and 10 other healthcare professionals, within six months from the start of the operation of the DHC (vs the minimum of 20 for the start of DHC operation);
0 mark	The tenderer commits to enlist the service of less than 30 Network Healthcare Professionals and Network CMPs, including no less than 10 CMPs and 10 other healthcare professionals, within six months from the start of the operation of the DHC (vs the minimum of 20 for the start of DHC operation).

- 3.2 The tender that has passed the Stage 3 assessment shall be considered as a conforming Tender. A maximum weighted technical score of 70 will be allocated to the conforming Tender with the highest total technical marks, while the weighted technical score for other conforming Tenders will be calculated by the following formula –

$$\text{Weighted Technical Score} = 70 \times \frac{\text{Total technical mark on technical submission of the conforming tender being assessed}}{\text{The highest total technical mark on technical submission among the conforming tenders}}$$

Stage 4 – Price Assessment

- 4.1 Only tenders which have passed Stage 3 assessment will be further evaluated under Stage 4.
- 4.2 A maximum weighted price score of 30 will be allocated to the conforming Tender with the lowest Total Tender Price. The weighted price score for the other tenders will be worked out in accordance with the following formula –

$$30 \text{ marks} \quad \times \quad \frac{\text{The lowest Total Tender Price amongst all conforming tenders}}{\text{The Total Tender Price of the Tender being assessed}}$$

- 4.3 In the event that calculation errors are spotted, the Government reserves the right to seek clarification from the tenderer(s) and may bind the tenderer(s) to the offers made in the tender or as corrected. The scoring basis will be one that, in the opinion of the Tender Assessment Panel, best serve the interest of the Government.

Stage 5 – Calculation of Combined Score

- 5.1 The Combined Score of a conforming Tender is the sum of the weighted technical score and weighted price score.
- 5.2 Normally, the tender with the highest combined score will be recommended for acceptance, subject to the requirement that the recommended tenderer is fully (including technically and financially) capable of undertaking the Contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions.
- 5.3 In the event that two or more tenders obtain the same highest combined score in relation to the same Contract, the tenderer that obtained the highest Technical score will be recommended for acceptance; in the unlikely case that there are still two or more tenderers getting the same Technical score, the tenderer with the highest score in Part A – Proposals for DHC operation, Part B – Proposals for contingency and risk management system, and Part C – Proposals for value-adding services will be recommended for acceptance. If there are still two or more tenderers getting the same score in these three parts,

the tenderer with the highest score in Part A will be recommended for acceptance.

Appendix 8 to Part II – Terms of Tender

Banker's Guarantee

THIS GUARANTEE is made the day of
BETWEEN
..... of , a bank within a meaning
of the Banking Ordinance Cap. 155 (hereinafter called the "Guarantor") of the one
part and The Government of the Hong Kong Special Administrative Region
(hereinafter called the "Government") of the other part.

WHEREAS

(A) By a Contract (Service Contract Number:) as
referred in the Tender Documents issued by the Government pursuant to an invitation
to tender (Service Tender Reference:) (hereinafter called
the "Contract") to be entered into
between.....of
..... (hereinafter called the "Operator") of the one part and the
Government of the other part, the Operator agreed and undertook to provide the
Services at on and subject to the terms and conditions
of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms
and conditions hereinafter appearing, the due and faithful performance of the
Contract by the Operator.

Now the Guarantor HEREBY AGREES with the Government as follows –

(1) Where applicable, words and expressions used in this Guarantee shall
have the meaning assigned to them under the Contract.

(2) In consideration of the Government entering into the Contract with the
Operator –

- (a) The Guarantor hereby irrevocably and unconditionally
guarantees the due and punctual performance and discharge by
the Operator of all of its obligations and liabilities under the
Contract and the Guarantor shall pay to the Government on

demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Operator to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Operator in performing or observing any of its obligations, terms, conditions, stipulations or provision of the Contract.

- (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Operator to perform fully or promptly any of its obligations, terms, conditions, stipulations or provisions of the Contract.
- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Operator or from its estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of such all losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Operator" or where "the Operator" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Operator or by any alteration in the obligations imposed upon the Operator by the Contract or by any

waiver or forbearance granted by the Government to the Operator as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause (4) above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assent to –

- (a) Any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) Any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) The termination of the Contract or of the engagement of the Operator under the Contract for any reason;
- (d) Any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Operator and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Operator set out in the Contract;
- (e) The voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Operator or its assets, or any change in the constitution of the Operator;
- (f) Any assignment, novation or subcontracting by the Operator

of any or all of its obligations set out in the Contract;

- (g) Without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Operator and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Operator to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Operator under the Contract and shall remain in full force and effect and irrevocable until –

- (a) The date falling 12 months after the early termination or expiry of the Contract; or
- (b) The date on which all the obligations and liabilities of the Operator under the Contract have been duly carried out, completed and discharged in accordance with the Contract, whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively “Other Security”) and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Operator, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the

provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the Courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served –

(a) Upon the Government, at Food and Health Bureau, Room 1919, 19/F, East Wing, Food and Health Bureau, Central Government Offices, Hong Kong, marked for the attention of Chief Executive Officer (Health)5A, facsimile number (852) 2840 0467;

(b) Upon the Guarantor, at, Hong Kong, marked for the attention of, facsimile number

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed HK\$..... (Hong Kong Dollars).

(15) The Guarantor hereby acknowledges that –

(a) The Guarantor has read and fully understand, with the benefit of

independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee; and

- (b) No Government officer is authorised to advise on, make representations regarding or amend the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor has caused its Common Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/ Seal] of the said)
Guarantor was hereunto affixed in the)
presence of)
)

@ Signed Sealed and Delivered for and on)
behalf of and as lawful attorney of the)
Guarantor under power of attorney)
date..... and deed of delegation)
datedby and in the)
Presence of)

* *Please delete as appropriate*

@ *See Powers of Attorney Ordinance Cap. 31*

Note: When banker's guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

Part III – Offer to be Bound

This Offer to be Bound is submitted by the undersigned in response to the Government's invitation to tenders (Ref: FHB201801) for provision of the Services. Unless the context otherwise requires, terms and expressions appearing herein have the meanings given to them in the Tender Documents issued by the Government in connection with the invitation to tender.

To: The Government

1. I / We refer to the invitation to tender issued by the Government. I / We hereby warrant that all information given in or attached to my / our Tender is true, complete and correct.
2. Having read and understood all terms and conditions of the Tender Documents, I / we HEREBY OFFER (a) to provide the whole of the Services on and subject to the terms and conditions set out in the Contract and (b) to be bound by all terms and conditions set out in the Contract.
3. I am / We are duly authorized to bind the Tenderer hereafter mentioned by my / our signature(s).

Authorized Signature & Company :
Chop _____

Name and Title of Person Authorized
to Sign Tender for and on behalf of
the Tenderer : _____

Name of Tenderer in English : _____

Name of Tenderer in Chinese : _____

Registered office of the Tenderer : _____

Tel No.: _____ Fax No.: _____ Date : _____

Part IV – Memorandum of Acceptance

To - _____

I _____
(name and position of officer)

accept your Tender for provision of services to operate the Kwai Tsing District Health Centre.

Date this _____ day of _____ 20 ____ .

Signed by the said _____)
_____)
for and on behalf of the Government of the Hong _____)
Kong Special Administrative Region of the People's
Republic of China

Part V – Conditions of Contract

1. Contract Term

- 1.1 The Contract shall cover a gearing up period of up to eight months from the Commencement Date and a fixed operation period of 36 months, starting no later than 1 October 2019. The maximum contract term covering the gearing up period and the operation period will be 44 months from the Commencement Date unless earlier terminated or extended pursuant to the provisions of the Contract.
- 1.2 The Government may, by serving on the Operator not less than six months' notice in writing extend the Contract for a period of up to an aggregate of 36 months on the same terms and conditions contained in the Contract save for adjustments as mutually agreed by the Government and the Operator.

2. Core Centre

- 2.1 The Government will procure and provide for use by the Operator for the provision of the Services under the Contract the Core Centre comprising of and equipped with such facilities as set out in Annex A to Part VI – Service Specifications.
- 2.2 The Operator shall no later than 30 days before the Operation Date fit out and set up the Core Centre to be in a state of readiness for the provision of the Services.
- 2.3 The Operator shall commence from the Operation Date operation of the Core Centre and provide throughout the Term the Services therefrom in accordance with Section C of Part VI – Service Specifications and Schedule A hereto.
- 2.4 The Operator shall –
 - (a) maintain the Core Centre in a clean and serviceable condition throughout the Term; and
 - (b) not make any modification or alteration to the Core Centre or its fixtures without prior written permission from the Government.
- 2.5 The Operator may arrange necessary emergency, urgent or maintenance works at the Core Centre with the prior written consent of the Government Representative and may seek reimbursement for these costs from the Government. However, if prior written consent has not been secured, the Operator's claim for reimbursement would not be entertained.

3. Satellite Centres

- 3.1 The Operator shall –
 - (a) within 90 days from the Operation Date submit for approval of the Government Representative the Form set out in Annex B to Part VI –

Service Specifications proposing five Satellite Centres in accordance with the stipulations of Section D of Part VI – Service Specifications;

- (b) within 90 days from obtaining the Government Representative's approval procure the use of the Satellite Centres under the Contract; and
- (c) within 12 months from the Operation Date set up and fit out all Satellite Centres in a state of readiness to commence operation and provide throughout the Term the Services therefrom in accordance with Section D of Part VI – Service Specifications and Schedule A hereto.

4. DHC Network

4.1 The Operator shall –

- (a) no later than 60 days before Operation Date compile and propose in the Form set out in Annex C to Part VI – Service Specifications its DHC Network for the approval of the Government Representative;
- (b) launch and operate the DHC Network on the Operation Date throughout the Term in accordance with Section E of Part VI – Service Specifications.

4.2 Subject always to the Government Representative's prior approval in writing, the Operator may from time to time revise the list of M&H Practitioners comprised in the DHC Network.

5. Key Personnel & Core Team

5.1 The Operator shall deploy throughout the Term as stipulated in Section A of Part VI – Service Specifications (as appropriate) –

- (a) the Key Personnel to oversee the Operator's operation of DHC Scheme; and
- (b) the Core Team in the provision of the Services.

5.2 Should one or more of the Key Personnel become unavailable for whatever reason, the Operator shall, subject to the Government Representative's prior approval in writing, replace such Key Personnel with candidates of no less favourable qualification / experience.

6. Operator's Undertakings

The Operator shall provide the Services in accordance with the stipulations set out in Schedule A hereto, Part VI – Service Specifications, the Service Manual and Guidelines that may be issued from time to time by the Government in relation to the DHC Scheme and shall –

Conditions of Contract

- (a) strive to achieve the Service Output Targets as set out in Schedule C hereto;
- (b) save with the prior written consent of the Government Representative, not use the DHC Centres for any purpose other than the Services;
- (c) pay into and transact through the Designated Bank Account all monies received by reason of or in connection with the DHC Scheme from the Government and any other source whatsoever;
- (d) save with the prior written consent of the Government Representative, not to apply –
 - (i) any income generated from; and
 - (ii) any surplus of the Monthly Basic Fees as set out in Schedule B hereto received from the Government to any use except the provision of the Services or advancement of the DHC Scheme;
- (e) charge for Services provided at the DHC Centres in accordance with the Co-payment by DHC Clients as stipulated in the DHC Network HP Fees & Subsidy Table set out in Part II of Schedule B hereto;
- (f) ensure that the DHC Network Healthcare Professionals shall provide medical and health services to DHC Network Clients at the Co-payment by DHC Clients as stipulated in the DHC Network HP Fees & Subsidy Table set out in Part II of Schedule B hereto;
- (g) ensure that the providers of Health Assessment services on the DHC Network shall provide such services to DHC Network Clients at the Co-payment by DHC Clients as stipulated in the DHC Network Health Assessment Fees & Subsidy Table set out in Part III of Schedule B hereto;
- (h) take over from the Government and thereafter operate and maintain an information technology (IT) system developed by the Government for the DHC Scheme which is connected with the eHRSS;
- (i) have and ensure that the Core Team and all Network M&H Practitioners shall have the necessary skill, experience and expertise to provide the Services in accordance with the stipulations set out in the Contract;
- (j) carry out the Services with all due diligence and in a proper, skilful and professional manner and shall perform the Services to the satisfaction of the Government Representative;
- (k) facilitate the evaluation of the DHC Services including without limitation making available personal data and health information in a manner in compliance with the Personal Data (Privacy) Ordinance (Cap.

486) to the Government or a third party research agency commissioned or agreed by the Government as and when required by the Government Representative;

- (l) through the Government Representative keep the Government informed of all matters relating to the Services and shall answer all reasonable enquiries made by the Government Representative;
- (m) comply with all laws and regulations applicable to the provision of the Services and shall procure, maintain and renew upon expiry all requisite licence permit exemption consent authorisation etc. required by law for or otherwise in relation to the provision of the Services;
- (n) comply with all reasonable instructions and directions on all matters relating to the Services as the Government Representative may from time to time issue to the Operator.

7. Powers of the Government Representative

The Government Representative may from time to time and at any time during the Term in writing require –

- (a) the Operator to revise the contents of Schedule A hereto in such manner as the Government may specify; and
- (b) on reasonable grounds, the removal from the DHC Network of any M&H Practitioners.

8. Payments

- 8.1 **Subject Always to the overall cap of HK\$350 million for the Term**, the Government will pay or reimburse the Operator its expenditure and payouts for the DHC Scheme under the Contract in accordance with Clause 8.

Set-up Cost, Monthly Basic Fee, etc.

- 8.2 Subject to the Government's prior agreement, vetting, and an overall cap of HK\$50 million, the Government will pay the Operator the Set-up Cost for the purposes and in the manners as set out below –

Use of Set-Up Cost (up to HK\$50 million)	Time of Payment
(a) Pre-operation working capital for the purpose of engaging necessary personnel, promoting the DHC Scheme, etc.	Payment schedule to be proposed by the Operator and agreed with the Government.
(b) Fitting out of the Core Centre	To be disbursed by instalments as may be agreed between the parties in accordance with Part A1(a) of Schedule A hereto.
(c) Setting up of the Satellite Centres	To be disbursed by instalments as may be agreed between the parties in accordance with Part A1(a) of Schedule A hereto.

8.3 (a) The Government will, on the Operation Date and thereafter on the first day of each month, pay the Operator in respect of the provision of the Services the Monthly Basic Fee which shall be inclusive of the following –

- (i) staff cost of the Core Team; and
- (ii) administrative costs of the DHC Scheme.

(b) Save for the administrative costs mentioned above, the DHC Operator may, subject to the prior agreement in writing of the Government Representative, adjust cost allocation amongst sub-items of the Core Team in Part I of Schedule B hereto.

(c) Notwithstanding anything to the contrary herein contained, the Monthly Basic Fee shall be adjusted, to take effect at the beginning of the second Contract Year, upwards at the same rate as the rise (if any) of the monthly average Composite Consumer Price Index published by the Government in respect of the 12-month period prior to such Contract Year as compared with that of the 12 months immediately preceding that period. If there is a fall in the monthly average of the Composite Consumer Price Index as measured in the aforementioned manner, the Government may at its discretion freeze or partially adjust the Monthly Basic Fee.

8.4 The Government will at its option pay the Operator for Value-adding Services set out in Part C of Schedule A hereto in such manner and at such time as may be agreed with the Operator.

Satellite Centres Rentals, etc.

- 8.5 The Government will reimburse the Operator in arrears the rentals and other overheads for the Satellite Centres on a monthly basis as and when each Satellite Centre commences operation Provided Always that the aggregate of such amount reimbursed under this Clause shall under no circumstance exceed a monthly sum to be determined by the Government Representative.

DHC Network Payments

- 8.6 The Government will on the Operation Date and the first day of each month thereafter pay the Operator by way of Network Subsidy a lump sum to be determined by the Government to enable the Operator to pay the Network M&H Practitioners as Government agent for DHC Network medical, healthcare and Health Assessment services to be provided during that month.
- 8.7 The Operator shall, within 45 days after payment by Government under Clause 8.6 submit to the Government Representative a **DHC Network Medical and Healthcare Practitioners Payment Statement** (DHC Network Statement), in the form as appears in Annex D to Part VI – Service Specifications, showing the amount of Network Subsidy paid or payable by the Operator to DHC Network M&H Practitioners in respect of the relevant month.
- 8.8 Subject to Government's satisfaction with the correctness of the DHC Network Statement submitted under Clause 8.7, the Government and the Operator shall, within 30 days from the submission of the said DHC Network Statement, settle between themselves any adjustment payments so as to eliminate any overprovisioning / underprovisioning of Network Subsidy paid by Government under Clause 8.6.
- 8.9 The Operator shall –
- (a) as agent for the Government pay each Network Medical Practitioner the Network MP Subsidy for each treatment / consultation provided to a DHC Client under the Contract;
 - (b) ensure that each DHC Network Healthcare Professional shall charge and collect from a DHC Client a co-payment and be paid by the Operator a Government subsidy not more than the respective amounts as set out in Part II of Schedule B hereto; and
 - (c) ensure that each provider of Health Assessment services in the DHC Network shall charge and collect from a DHC Client a co-payment and be paid by the Operator a Government subsidy not more than the respective amounts as set out in Part III of Schedule B hereto.

9. Annual Cap

Notwithstanding anything to the contrary herein contained, payment of the Monthly Basic Fee and the Network Subsidy by the Government under this

Contract shall be subject to the average **annual operating budget cap** of HK\$100 million.

10. Designated Bank Account

The Operator shall open and maintain with a licensed bank in Hong Kong a bank account for the sole purpose of the DHC Scheme and shall pay all monies received from the Government and all income generated from the DHC Centres or otherwise under the Contract into the Designated Bank Account.

11. Financial Records

- 11.1 The Operator shall maintain an effective and sound financial management system, including budget planning, financial projection, accounting, internal control and auditing. The Operator shall maintain proper books of accounts, accounting records and supporting documents including income and expenditure relating to the Services for a minimum period of seven years after the end of reporting period containing the last entry. The Government Representative shall be entitled to access to books and records relating to the Services for inspection, verification and copying and to conduct interview with present and / or past employees of the Operator at all reasonable times during the Term; and at any time within 12 months after expiration or early termination of the Contract.
- 11.2 The Operator shall submit to the Government Representative annual audited financial statements for the Services which shall be audited by a Hong Kong Certified Public Accountant (Practising) whose name appears on the gazetted list of Hong Kong Certified Public Accountants. Each set of annual audited financial statements must be prepared in accordance with the relevant laws of Hong Kong and the international accounting standards as in effect from time to time and consistently applied in Hong Kong (including the Accounting Standards and Accounting Guidelines as the Hong Kong Institute of Certified Public Accountants may issue and update from time to time) and duly audited, dated and signed by a Hong Kong Certified Public Accountant (Practising) as specified above.
- 11.3 Each set of annual audited financial statements shall show separately the aggregate amount of the payments received from the Government, and a breakdown of the expenditure incurred for performing the DHC Services during the period to which they relate. The same shall be prepared in respect of every 12-month period beginning from 1 April and ending on the 31 March of the following year for periods covered under the Term except that –
- (a) for the first set of annual audited financial statements, the period covered shall be from the Commencement Date to 31 March 2020; and
 - (b) for the final set of annual audited financial statements, the period covered shall be from 1 April of the year prior to the Contract expiry (or 1 April of the year of the Contract expiry) up to the expiry date of the Contract.

- 11.4 Each set of audited financial statements shall be submitted to the Government Representative within four months after the closing of the respective Financial Year or period, i.e. on or before 31 July of each year, or within four months after the expiry or early termination of the Contract as applicable.

12. Periodic Financial Vetting

The Government may conduct periodic financial vetting two years from the Commencement Date. The Operator shall submit the following financial information within one month of the Government's request –

- (a) original or certified true copies of the audited financial statements of the Operator for the latest three Financial Years –
 - (i) each set of audited financial statements of the Operator shall contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the financial statements; and
 - (ii) if the Operator is a subsidiary of another company, the Operator shall submit audited financial statements reflecting the financial position and results of the Operator itself, as well as the audited consolidated financial statements reflecting the financial position of the group as a whole;
- (b) two sets of projected statements of profit or loss and other comprehensive income and statement of cash flows in respect of each year in the remaining Term, with one set for the Services and another for the Operator as a whole. The projected statements should be certified by the Operator's chief executive. The projections shall show separately the projected revenue, projected operating expenses, sources of finance, and other particulars, item by item. The bases and major assumptions for the projections and all the supporting schedules and detailed calculations shall be provided; and
- (c) any other document as deemed necessary by the Government for conducting periodic financial vetting.

13. Independent Contractor

- 13.1 Unless otherwise specified, the Operator enters into the Contract with the Government as an independent contractor only and shall not represent itself, and shall ensure none of its employees, agents, and sub-contractors shall represent himself, as an employee, servant, agent or partner of the Government.

- 13.2 Without prejudice to Clause 13.1 above, nothing in the Contract and no action

taken by the parties pursuant to the Contract shall be constructed in any way to constitute or deem to constitute a partnership, association, tenancy agreement, joint venture or co-operative entity between the Government and the Operator. Save as provided in the Contract, neither party shall commit the other to any obligation whatsoever without the written consent of the other.

14. Insurance

14.1 The Operator must take out and maintain in respect of its performance of the Contract the following insurance policies (collectively "**Insurance Policies**") throughout the Term –

- (a) Public Liability – minimum indemnity amount of HK\$50 million per incident and for unlimited number of claims arising during the entire period of the Contract Period.
- (b) Professional Indemnity – minimum indemnity amount of HK\$10 million in any one claim and in aggregate during the entire period of the Insurance Policy for a maximum term of 12 months with one automatic reinstatement of the policy limit covering claims arising from negligence of professional staff in the provision of the Services.

14.2 The public liability insurance referred to in Clause 14.1(a) must be for the benefit and in the joint names of the Operator and the Government, and contain a cross liability clause indemnifying the Operator and the Government against legal liabilities for accidental injury to or death of persons or accidental loss of or damage to property (as the case may be). The insurance policies must contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government.

14.3 All Insurance Policies shall be issued by one or more insurance companies authorised to carry on the relevant insurance business under the Insurance Ordinance (Cap. 41).

14.4 Upon issuance of the Insurance Policies, the Operator shall forthwith furnish a copy each of the same to the Government Representative for keeping.

14.5 Upon expiry of any of the Insurance Policies during the Term, the Operator must renew the same on and subject to the original terms and conditions or otherwise such revised terms and conditions as the Government Representative may stipulate.

14.6 Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Insurance Policies or the premium payable for the renewal thereof.

- 14.7 The Operator shall conform to the terms and conditions of all Insurance Policies and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Operator must not do or permit or suffer to be done any act or omission whereby any of the Insurance Policies shall be rendered void or voidable, or which would otherwise amount to a breach of any of the Policies. The Operator shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from, any failure of the Operator to do so.

15. Indemnity

- 15.1 Notwithstanding anything herein to the contrary, the Operator must fully indemnify the Government from and against –

- (a) all and any claims, actions, investigations, demands, proceedings, judgements brought or instituted against the Government (whether or not successful, compromised or settled); and
- (b) all liabilities (including liabilities to pay damages or compensation), damages, costs, losses, charges and expenses which the Government may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in any claim or any action or proceeding instituted by or against the Government), which in any case arise directly or indirectly in connection with, out of or in relation to –
 - (i) any personal injury or death of any person or loss of or damage to property occurring within the Core Centre and the Satellite Centres whether or not caused by the negligence of the Operator, its employees, Network M&H Practitioners, agents, consultants or sub-contractors;
 - (ii) any breach of any provision of the Contract by the Operator;
 - (iii) any negligence, recklessness, or wilful act or omission of the Operator (regardless of whether or not such act or omission is in pursuance of the Services or the Contract) or of any of its employees, Network M&H Practitioners, agents, consultants or sub-contractors in the performance of the Contract; or
 - (iv) any non-compliance or non-conformity with or breach of any law or any condition contained in any licence or approval by the Operator, its employees, Network M&H Practitioners, agents, consultants or sub-contractors in the performance of the Contract.

- 15.2 For the purpose of this Clause, “negligence” shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance

(Cap.71).

16. Report of Accidents, etc

- 16.1 The Operator shall maintain a proper and adequate accident reporting, recording, and investigation system. The Operator shall immediately notify the Government Representative of any accident or other circumstance that requires reporting to any competent authorities including without limitation the Hong Kong Police Force, the Fire Services Department, the Occupational Safety and Health Council, and the Department of Health.
- 16.2 The Government Representative shall be entitled to carry out his own investigation into any accident or circumstance of which it becomes aware and the Operator shall co-operate and assist in such investigation including without limitation providing the Government Representative with access to all persons involved.

17. Probity Clause

- 17.1 The Operator shall promulgate a probity policy to govern conduct of its staff in performing duty under the Contract and draw up a code of conduct to commit its directors and staff to a high integrity standard. A sample of this code of conduct is attached at Schedule E hereto. Operator could seek corruption prevention advice from the Advisory Service Group of the Independent Commission Against Corruption, where necessary.

Corrupt Gifts

- 17.2 The Operator shall notify in writing all its employees, Network M&H Practitioners, consultants, sub-contractors, or agents involved in providing the DHC Services that they are not permitted to solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to performing any act or duties in connection with the Services.
- 17.3 If the Operator or any employee, sub-contractor, consultant or agent of the Operator is in breach of Clause 17.2 or is found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may terminate the Contract pursuant to Clause 22.1.

Conflict of Interest

- 17.4 The Operator and their staff are prohibited from soliciting or accepting advantage. The Operator shall devise a system for its directors, staff, agents, sub-contractors, throughout the Term, to declare any actual or perceived conflict of interest in connection with their act or duties during the provision of the Services.

18. Confidentiality and Consent to Disclosure

The Operator shall not disclose (and shall ensure that none of its directors, officers,

employees or agents shall disclose) any term of the Contract or any confidential information belonging to the Government except where –

- (a) disclosure is reasonably necessary for the performance of the Operator's obligations under the Contract; or
- (b) the information has entered into the public domain but not because of a breach or default by the Operator; or
- (c) disclosure is required by any applicable law.

19. Publicity

The Operator shall submit to the Government Representative for written consent all advertising or other publicity materials relating to the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied. The Operator shall not publish or use any advertising or other publicity material without the written consent of the Government Representative.

20. Data Protection

20.1 The Operator shall and shall procure that any of the Operator's employees or sub-contractors involved in the DHC Scheme shall –

- (a) comply with its obligations under the Personal Data (Privacy) Ordinance (Cap. 486);
- (b) only use the Personal Data as reasonably required in connection with the DHC Scheme;
- (c) comply with the procedures or processes notified to the Operator by the Government with respect to Personal Data from time to time;
- (d) implement and maintain all reasonable technical and organizational measures to maintain security, prevent unauthorized or unlawful access to or processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data; and
- (e) give the Government notice as soon as the Operator becomes aware of any breach of its data protection obligations under this Contract, any enforcement proceeding against it under the Personal Data (Privacy) Ordinance (Cap. 486) or any unauthorised access to, or accidental disclosure of, any Personal Data.

20.2 Unless the Government requires in writing otherwise, the Operator shall not disclose the Personal Data to any third parties other than –

- (a) to employees and subcontractors to whom the disclosure is necessary for the provision of the Services, provided it is made subject to

obligations of confidentiality no less onerous than those imposed upon the Operator and is consistent with any procedures specified by the Government from time to time; or

- (b) to the extent required by any public authority provided that the Operator shall give notice to the Government as soon as practicable after it becomes aware of that requirement.

20.3 At the time of collection of Personal Data from a data subject by the Operator or its sub-contractors, the Operator shall obtain or procure to be obtained the express consent of the DHC Clients and take or procure to be taken such other actions as necessary to comply with the Personal Data (Privacy) Ordinance (Cap. 486) to enable the information provided by the Operator to the Government and any other public authorities under this Contract to be used by the Government and such other public authorities to conduct cross checking and / or a “matching procedure” (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) against their relevant records.

21. Contract Deposit

21.1 The Banker’s Guarantee delivered by the Operator to the Government serves as a security for the due and proper performance and observance by the Operator of all of its obligations under the Contract.

21.2 Without prejudice to any other rights, powers and remedies available to the Government, the Government may demand payment under the Banker’s Guarantee in or towards satisfaction of any amount owing by the Operator to the Government under the Contract.

21.3 In the event of any payment having been made on demand of the Government under the Banker’s Guarantee, the Operator must, within 14 days of the date of such payment, reinstate the original level or extent of the Banker’s Guarantee, or procure the reissue of the Banker’s Guarantee. If the Operator fails to replenish the Banker’s Guarantee, without prejudice to any other rights or remedies which the Government has or may have against the Operator, the Government may terminate the Contract forthwith by notice in writing to the Operator.

22. Termination of Contract

22.1 The Government may terminate the Contract forthwith upon the occurrence of any of the following events or circumstances –

- (a)
 - (i) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, reorganisation, reconstruction (save for a solvent reconstruction or a reorganisation which the Government has approved in advance prior to its implementation), dissolution, or bankruptcy of the Operator or for the appointment of a liquidator, receiver, administrator, trustee, similar officer of the Operator or of all or any part of its

business or assets; or

- (ii) the Operator stops or suspends payment to its creditors generally or is unable or admits its inability to pay debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent; or
- (b) the Operator fails to duly and punctually perform any of its obligations or duties under the Contract and, in respect only of a failure which in the opinion of the Government is capable of being remedied, the Operator fails to remedy to the satisfaction of the Government such failure within seven days after receipt of a notice in writing from the Government requiring it to do so or within such longer period as the Government may in its absolute discretion allow; or
- (c) the Operator persistently or flagrantly fails to comply fully and punctually with its obligations and duties under the Contract; or
- (d) the Operator subcontracts or assigns or transfers the whole or any part of the Contract without the prior written consent of the Government; or
- (e) the Operator or any of its employees, is convicted of an offence under the Prevention of Bribery Ordinance (Cap. 201) or any other criminal offence which, in the sole opinion of the Government, has affected the Operator's abilities to perform the Contract; or
- (f) the Operator is convicted of any offence under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282), the Immigration Ordinance (Cap. 115), the Occupational Safety and Health Ordinance (Cap. 509), the Mandatory Provident Fund Schemes Ordinance (Cap. 485) or the Minimum Wage Ordinance (Cap. 608) in relation to this Contract.

22.2 The expiry or earlier termination of the Contract on whatsoever ground shall be without prejudice to the antecedent rights or obligations of either party.

23. Termination Consequences

Unless otherwise expressly stated to the contrary, all of the provisions below shall apply upon expiry or termination of the Contract –

23.1 The Government Representative shall at all reasonable time prior to the expiry or sooner termination of the Contract give instructions or direction to the Operator in respect of the transition of the Services to the succeeding operator or to the Government whereupon the Operator shall comply with all such instructions and direction fully and punctually at no additional cost to the Government.

23.2 The Operator shall at all reasonable time as instructed by the Government Representative prior to the expiry or sooner termination of the Contract allow the Government Representative and / or the succeeding operator access to the DHC

Centres, all records or other documents relating to DHC Clients and the provision of the Services.

23.3 The Operator must upon the expiry or sooner termination of the Term –

- (a) ensure that all of its employees shall leave the Core Centre peacefully without causing undue disruption or inconvenience to the DHC Clients and hand over the management and operation of the Services to the Government or the Government's nominee(s);
- (b) deliver up to the Government or the Government's nominee(s) the Core Centre in a clean and tidy condition (fair wear and tear excepted) together with the fixtures and all the furniture and equipment which are the properties of the Government;
- (c) hand over forthwith to the Government or the Government's nominee(s) all relevant records or other documents relating to DHC Clients and the provision of the Services;
- (d) pay to the Government all monies owing by the Operator to the Government under the Contract and which remain outstanding together with interest thereon; and
- (e) upon the Government's request, (i) provide the Government with information relating to all or any contracts entered into by the Operator so as to enable the Government to ensure smooth continuation of the DHC Scheme; (ii) use its best endeavours to assign or novate to, or as the case may be, procure the assignment or novation to, the Government (or its nominees) of the rights and obligations of the Operator in all leases, contracts or arrangements in respect of the Satellite Centres and the DHC Network or any such contracts entered into by the Operator; and (iii) do and execute any further things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to sub-clause(ii) hereof.

23.4 The Government shall not be responsible for any loss, liability, damage, costs and expenses suffered or incurred by the Operator due to the termination.

23.5 If the Contract is terminated pursuant to Clause 22.1, the Operator shall be liable for all losses, damage, liabilities, costs and expenses suffered or incurred by the Government in, arising from or as a result of the termination.

24. Set-off

Where the Operator has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Operator under the Contract or any other contracts.

25. Assignment and Subcontract

- 25.1 The Operator shall not, without the prior written consent of the Government Representative, assign, subcontract, or otherwise transfer the Contract, or any part share or interest therein, and only subject to such terms and conditions as the Government may impose.
- 25.2 Where the Operator subcontracts any part of the Contract with the consent of the Government Representative, the Operator shall not be relieved from any of its obligations under the Contract, and shall be responsible and liable for all acts, omissions, defaults, and neglects of all its sub-contractors, agents and consultants hired for the performance of any part of the Contract, and the employees of those sub-contractors, agents or consultants, as if they were the acts, omissions, defaults, and neglects of the Operator.

26. Notices

- 26.1 All notices, demands or other communications given or made under the Contract shall be delivered by hand, dispatched by prepaid post or sent by facsimile or email or to the postal address, facsimile number or email address for the attention of the authorised contact person as set out in the Operator's Tender (in the case of notices to the Operator), and to the postal address, facsimile number or email address set out below (in the case of notices to the Government), or to such other address (and in the case of facsimile to such facsimile number) as the parties may designate in writing by five days' prior written notice.

To Government –

Team 5, Health Branch
Food and Health Bureau
Room 1919, 19/F, East Wing
Central Government Offices
Hong Kong
Attention: Chief Executive Officer (Health) 5A
Telephone: (852) 3509 8928
Facsimile: (852) 2840 0467
E-mail: enquiry@fhb.gov.hk

- 26.2 Such notices, demands or other communications shall be addressed as provided above and, if so addressed, shall be deemed to have been duly given or made as follows –
- (a) if sent by personal delivery during normal business hours on a Business Day, upon delivery at the address of the relevant party;
 - (b) if sent by post, four days (for any place in Hong Kong) and seven days (for any place outside Hong Kong) after the date of posting;
 - (c) if sent by facsimile during normal business hours on a Business Day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such

facsimile by the facsimile machine used for such transmission; or

- (d) if sent by email, when actually received in a form readable by the addressee.

27. Waiver

No failure or delay by a Party to exercise any right under the Contract or otherwise will operate as a waiver of that right or any other right nor will any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

28. Amendment

Subject to the provisions of the Contract, no waiver, addition, alteration or amendment to any provision of the Contract shall be valid unless made by a written instrument signed by both parties.

29. Severability

Any terms and conditions of the Contract which is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law shall be severed from the Contract to the maximum extent permissible by the applicable law without in any manner affecting the legality, validity or enforceability of the remaining terms and conditions of the Contract, all of which shall continue in full force and effect.

30. Governing Law and Jurisdiction

The Contract shall be construed in accordance with the laws of Hong Kong and the parties hereby submit to the exclusive jurisdiction of Hong Kong courts.

31. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to the provision of the Services. The Operator acknowledges that in entering into the Contract, it has not relied on any representation or warranty purportedly made by the Government or any person for the Government.

32. Contracts (Rights of Third Parties) Ordinance

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

SCHEDULE A
OPERATION PLAN

(Note: To contain the Operator's Operation Plan subject to such modification
as may be agreed with the Government.)

SCHEDULE B **PRICE SCHEDULE**

Part I – Monthly Basic Fee

(To contain the Monthly Basic Fee proposed by the Operator subject to such modification as may be agreed with the Government in Appendix 6 to Part II – Terms of Tender).

The Monthly Basic Fee under the Contract shall be: HK\$[000]

	Post	Number¹	Cost HK\$ (per month)
1	Core Team		
	Executive Director	1	[00]
	Chief Care Coordinator	1	[00]
	Care Coordinators	[00]	[00]
	Physiotherapist	[00]	[00]
	Occupational Therapist	[00]	[00]
	Pharmacist	[00] (Full-time equivalent)	[00]
	Social Workers	[00]	[00]
	Administrative Staff	[00]	[00]
	Dietitian (Part-time)	[00]	[00]

¹ Representing the numbers proposed by the Operator in its Tender and accepted by the Government.

Conditions of Contract – Schedule B

	Others	[00]		[00]
	(a)			
	(b)			
	(c)			
2	Administrative Costs for Operation of DHC Centres and the DHC Network (with breakdown) including without limitation – (v) Promotion and publicity for the DHC Scheme (vi) Utilities and other outgoings of the DHC Centres (vii) Minor repairs and maintenance works in respect of the DHC Centres (viii) Others (please itemize)			[00]
	Monthly Basic Fee			[000]
	Monthly Basic Fee for 36 months from the Operation Date i.e. (A) Total x 36 months = (AA)			[000]

Part II – DHC Network HP Unit Fees & Subsidy Table

(To contain the Network HP Unit Fees and Network HP Subsidies proposed by the Operator and agreed with the Government.)

Healthcare Professionals Services	Network HP Unit Fee (HK\$ / Session)	Co-payment by DHC Clients (HK\$ / Session)	Network HP Subsidy (HK\$ / Session)
	(A)	[Cap] (B)	((A) - (B)) = (C)
Physiotherapy (PT)		[250]	
Occupational Therapy (OT)		[250]	
Dietetic Service		[250]	
Chinese Medicine Practitioner service (CMP)		[150]	

Part III – DHC Network Health Assessment Unit Fees & Subsidy Table

(To contain the Network Health Assessment Unit Fees and Network Health Assessment Subsidies proposed by the Operator and agreed with the Government.)

Healthcare Professionals Services	Network Health Assessment Unit Fee (HK\$ per test or assessment)	Co-payment by DHC Clients (HK\$ per test or assessment)	Network Health Assessment Subsidy payable by the Government (HK\$ per test or assessment)
	(A)	[Cap] (B)	((A) - (B)) = (C)
Laboratory test for diabetes mellitus (DM) Assessment*		[250]	
Laboratory test for hypertension (HT) assessment@		[250]	
Optometry assessment #		[250]	

* Laboratory test for diabetes mellitus assessment includes blood test for fasting glucose, HbA1c, lipid profile, renal function test (RFT), and urine test for albumin to creatinine ratio (ACR).

@ Laboratory test for hypertension assessment includes blood tests for fasting glucose, lipid profile and RFT.

Optometry assessment includes (a) acuity test; (b) slit lamp assessment (c) retinal photo taking with diabetic retinopathy grading.

Schedule C
Service Output Targets

Core Centre – CC; Satellite Centres – SCs; Participants – pax

Services	Annual Attendance
(A) Health Promotion	
Health promotion activities e.g. exercise classes, fall prevention, health education activities/talks on healthy diet, diabetes mellitus / hypertension self-management	20 000
(B) Health Assessment	
(a) Basic assessment	20 000
(b) Screening for diabetes mellitus and hypertension for those participants with high-risk factors identified under basic assessment	4 000
(C) Chronic Disease Management	
(a) Hypertension (b) Diabetes mellitus	22 400
(c) Musculoskeletal (MSK) disorders	9 600
(D) Community Rehabilitation	
(a) Stroke	1 650
(b) Hip fracture	800
(c) Post acute myocardial infarction	320

Schedule D

Key Personnel and Core Team

(To contain the Key Personnel and Core Team proposed by the Operator respectively in Appendix 2 and Part A2(b) of Appendix 1 to Part II – Terms of Tender.)

Part I – Key Personnel in the Core Team

Post	No.	Minimum Qualifications	Minimum Experience	Responsibilities
Executive Director	1	Tertiary Education	[00] years of administrative experience in supervisory positions, in the fields of public administration, medical, healthcare, community service operations or other similar fields considered relevant by the Government within the 15 years immediately prior to the original Tender Closing Date	Oversee the operation of the DHC Scheme
Chief Care Coordinator	1	Part I or II Registration with the Nursing Council of Hong Kong	[00] years of experience in nursing practice as Registered Nurse within the 15 years immediately prior to the original Tender Closing Date	Oversee the provision of clinical services under the DHC Scheme; and serve as the nursing chief at the Core Centre and offer health assessment / screening / education and other nursing services

Part II – Core Team (Other than the Key Personnel in Part I)

Post	No.	Minimum Qualifications	Minimum Experience	Responsibilities
Care Coordinators	00	Registration with the Nursing Council of	Five years of experience in patient care related nursing	Serve as nursing staff at the DHC Centres; and provide support to the Chief Care Coordinator;

Conditions of Contract – Schedule D

		Hong Kong	practice as Registered Nurse	and offer health assessment / screening / education and other nursing services
Physiotherapist (PT)	00	Part Ia registration with PT Board	Five years of patient care related practice in physiotherapy	Offer physiotherapy services at the Core Centre or Satellite Centres
Occupational Therapist (OT)	00	Part I registration with the OT Board	Five years of patient care related practice in occupational therapy	Offer occupational therapy services at DHC Centres
Pharmacist (Full-time equivalent)	00	Registration with the Pharmacy and Poisons Board of Hong Kong	Five years of patient care related practice in pharmacy	Offer clinical pharmacy / drug counseling or related services
Social Workers	00	Registration with the Social Workers Registration Board	Five years of practice in social or medical service	Counseling and social support related services
Administrative Staff	00	Tertiary education	Two years of work experience in office administration in healthcare or welfare services	Perform administrative and managerial duties in the DHC Centres
Dietitian (Part-time)	00	Post-graduate diploma in dietetics or a bachelor of science degree in dietetics, inclusive of an internship, or equivalent	Five years of patient care related practice in dietetic service	Provide dietetic advice and counseling services
[Others as proposed by the Operator in Part A, Item A2(b) of Appendix 1 to Part II – Terms of Tender]	00	[Others as proposed by the Operator in Part A, Item A2(b) of Appendix 1 to Part II – Terms of Tender]	[Others as proposed by the Operator in Part A, Item A2(b) of Appendix 1 to Part II – Terms of Tender]	[Others as proposed by the Operator in Part A, Item A2(b) of Appendix 1 to Part II – Terms of Tender]

Schedule E

Sample of Code of Conduct

ANNEX

SAMPLE CODE OF CONDUCT

FOR DIRECTORS AND STAFF MEMBERS OF GOVERNMENT CONTRACTORS

Objective

The Company is committed to ethical practices and to provide quality service to clients. All directors and staff members must perform their duties with integrity, commitment and professionalism and should refrain from engaging in conduct or behaviour that breaches the laws or bringing disrepute to the Company.

Standard of Conduct

The following guidelines set out the standard of behaviour expected of all directors and staff members:

I. Prevention of Bribery Ordinance

Legal Provisions

Any directors and staff members soliciting or accepting an advantage in connection with his work without the permission of the employer commits an offence under Section 9 of the Prevention of Bribery Ordinance. The term “advantage” is defined in the Ordinance and includes gift (both of money and in kind), loan, fee, employment, contract, service, favour (such as discount) etc. A full definition of the term is at the *Appendix*.

Company Policy

It is the policy of the Company **NOT** to allow a director or staff member to solicit or accept any advantages, except those specified in Clause II, when conducting business on behalf of the Company.

II. Acceptance of Gifts

The Company allows its directors and staff members to accept promotional gifts of no commercial value offered by the Company's business associates.

Where a gift of value is voluntarily given by the Company's business associates and acceptance of such a gift is for courtesy reason, a director or staff member must report the acceptance in writing to (*name and/or rank of a nominated officer*) for a decision on disposal. If the acceptance of a gift could affect a director's or staff member's objectivity or induce him to act against the Company's interests, he should decline to accept it. Similarly, if acceptance could lead to questions or complaints of bias or impropriety, the offer should be declined. Notwithstanding the above, the Company does NOT allow its directors and staff members to accept any gifts from tenants/licensees/occupiers/visitors/third parties in relation to government department contracts.

If a director or staff member has to act on behalf of a client in the course of carrying out the Company's business, he should also comply with any additional restrictions on acceptance of advantage that may be set by the client.

III. Offer of Advantages

Directors and staff members are prohibited from offering advantages to any director or staff member of another company or organisation, for the purpose of influencing such person or company in any dealings, or any member or staff of a government department while having business dealings with the latter, whether directly or indirectly through a third party, when conducting the Company's business.

IV. Acceptance of Entertainment

Although entertainment (the provision of food or drink for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as such provisions) as defined in the Prevention of Bribery Ordinance is not an advantage, directors and staff members should avoid accepting lavish or unreasonably generous or frequent entertainment from tenants, business associates or their subordinates. Where acceptance of such invitations is unavoidable for reasons of courtesy, directors and staff members should seek permission from the Company.

V. Conflict of Interest

A conflict of interest arises when a director's or staff member's own interest competes or conflicts with the interest of the Company. It is the duty of all directors and staff members to act in the interest of the Company and to avoid conflict between their personal interests and the Company's interest. Directors and staff members should seek prior approval from the Company before they take up any outside work or employment which could create or potentially give rise to a conflict of interest situation. Directors and staff members should not engage in gambling of any kind with tenants/licensees/occupiers/visitors/third parties in relation to government department contracts to avoid potential conflict of interest.

It is a requirement for directors and staff members to declare to the Company any interest they or members of their immediate families may have in the Company's contracts which they are supervising, or any conflict between their personal interests and their positions. All declarations should be made in writing to *(name and/or rank of a nominated person)*.

VI. Handling of Confidential Information

In the course of duties, a director or staff member may have access to or in control of confidential information about the operations of the Company, or tenants/licensees/occupiers/visitors/third parties in relation to government department contracts. Directors and staff members are not allowed to disclose any confidential information without the permission of the Company. It is the responsibility of every director and staff member to prevent abuse or misuse of any confidential information under their charge. Examples of misuse include disclosure of information in return for monetary rewards, or use of information for personal interest. It should also be noted that unauthorised disclosure of any personal data may result in a breach of the Personal Data (Privacy) Ordinance.

VII. Compliance with the Code of Conduct

Any directors and staff members breaching the provisions of the Code will be subject to disciplinary action, including termination of employment. Where corruption is suspected, the case will be referred to the ICAC for investigation. Any questions and reports on possible breaches of this Code can be made to *(designated person with address and telephone number)*.

Appendix

Under the Prevention of Bribery Ordinance, Cap. 201, “advantage” means:

- (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
- (b) any office, employment or contract;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
- (e) the exercise or forbearance from the exercise of any right or any power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e),

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap 554), particulars of which are included in an election return in accordance with that Ordinance.

Part VI – Service Specifications

Section A – Core Team

- The minimum qualifications, experience and responsibilities of the Core Team members are detailed below –

Post	Minimum No.	Minimum Qualifications	Minimum Experience	Responsibilities
Executive Director	1	Tertiary Education	Ten years of administrative experience in supervisory positions, in the fields of public administration, medical, healthcare or community service operations or other similar fields as considered relevant by the Government within the 15 years immediately prior to the original Tender Closing Date	Oversee the operation of the DHC Scheme
Chief Care Coordinator	1	Part I or II Registration with the Nursing Council of Hong Kong	Ten years of experience in nursing practice as Registered Nurse within the 15 years immediately prior to the original Tender Closing Date	Oversee the provision of clinical services under the DHC Scheme; and serve as the nursing chief at the Core Centre and offer health assessment / screening / education and other nursing services

Service Specifications

Care Coordinators	6	Registration with the Nursing Council of Hong Kong	Five years of experience in patient care related nursing practice as Registered Nurse	Serve as nursing staff at the DHC Centres; and provide support to the Chief Care Coordinator; and offer health assessment / screening / education and other nursing services
Physiotherapist (PT)	1	Part Ia registration with PT Board	Five years of patient care related practice in physiotherapy	Offer physiotherapy services at DHC Centres
Occupational Therapist (OT)	1	Part I registration with the OT Board	Five years of patient care related practice in occupational therapy	Offer occupational therapy services at DHC Centres
Pharmacist	1 (Full-time equivalent)	Registration with the Pharmacy and Poisons Board of Hong Kong	Five years of patient care related practice in pharmacy	Offer clinical pharmacy / drug counseling or related services
Social Workers	3	Registration with the Social Workers Registration Board	Five years of practice in social or medical service	Counseling and social support related services
Administrative Staff	6	Tertiary education	Two years of work experience in office administration in healthcare or welfare services	Perform administrative and managerial duties in the DHC Centres
Dietitian (Part - time)	1	Post-graduate diploma in dietetics or a bachelor of science	Five years of patient care related practice in dietetic service	Provide dietetic advice and counseling services

		degree in dietetics, inclusive of an internship, or equivalent		
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2. (a) The Executive Director and the Chief Care Coordinator of the Core Team shall start services within 90 days from the Commencement Date;
- (b) the other members engaged in compliance with the minimum requirements shall start services at a time to be proposed by the Operator and agreed with the Government, but in any event no later than two weeks before Operation Date; and
- (c) all other members to the Core Team shall start services according to a schedule to be proposed by the Operator and agreed with the Government.

Section B – Provision of the Services

1. The Operator shall –
 - 1.1 at any of the DHC Centres provide to the targeted group (which for the purpose of this paragraph means, for the time being, any person being a Kwai Tsing resident) **Primary Prevention Services** which shall include health promotion, advisory and counselling services and educational programmes to drive lifestyle changes for the prevention of chronic diseases; and **basic assessment** for chronic diseases risk factors, including overweight / obesity, fall risk and lifestyle risk factors (such as smoking, alcohol consumption, physical inactivity);
 - 1.2 at any of the DHC Centres or through the DHC Network provide to the targeted group (which for the purpose of this paragraph means, for the time being, Kwai Tsing residents) **Secondary Prevention Services** which shall include **health assessment and screening** to facilitate early identification of chronic diseases;
 - 1.3 through the DHC Network provide to the targeted group (which means and includes, for the time being, (a) DHC Clients identified through health assessment and screening under Secondary Prevention Services; (b) patients referred by DHC

Network Medical Practitioners; and (c) patients referred by the Hospital Authority) **Tertiary Prevention Services** which shall include the management of chronic diseases, including hypertension, diabetes mellitus and / or musculoskeletal disorder, and rehabilitation support services for patients with stroke, post acute myocardial infraction and / or hip fracture;

1.4 for the purpose of this paragraph –

- (a) “chronic diseases” shall mean one or more of hypertension, diabetes mellitus and / or musculoskeletal disorder; and
- (b) “Kwai Tsing resident” shall mean any Hong Kong resident who is able to produce satisfactory address proof showing himself being a resident within the Kwai Tsing District;

1.5 **The Operator shall comply with the implementation details of the Primary Prevention, Secondary Prevention and Tertiary Prevention Services as set out in Schedule A to Part V – Conditions of Contract and the Service Manual and Guidelines.**

Section C – Core Centre

Save with the prior written permission of the Government Representative, the Operator shall throughout the Term use the Core Centre exclusively for the purpose of the DHC Scheme and shall provide the Services from the Core Centre which shall be open to DHC Clients not less than ten hours a day and six days a week with a rest day to be agreed by the Government Representative.

Section D – Satellite Centres

- 1. The Satellite Centres shall be set up as the neighbourhood first contact points for the Services in each of the following sub-districts –
 - (a) Kwai Chung (West)¹;
 - (b) Kwai Chung (North East)²;

¹ Covering Kwai Hing, Kwai Shing East Estate, Upper Tai Wo Hau, Lower Tai Wo Hau, Kwai Chung Estate North, Kwai Chung Estate South and Kwai Shing Estate West.

² Covering Shek Yam, On Yam, Shek Lei South, Shek Lei North and Tai Pak Tin.

- (c) Kwai Chung (Central and South)³;
 - (d) Tsing Yi (North East)⁴; and
 - (e) Tsing Yi (South West)⁵.
2. Each Satellite Centre shall
- 2.1 have –
- (a) one nurse counselling room; and
 - (b) one activity room of no less than 30 square metres for DHC activities for at least 50% of the opening hours of the Satellite Centre each week;
- 2.2 be manned by one full-time Registered Nurse; and
- 2.3 be open for service ten hours a day and six days a week with a rest day to be proposed by the Operator and approved by the Government.

Section E – DHC Network

1. The DHC Network shall comprise of –
- 1.1 a minimum of ten Medical Practitioners who must appear on the Primary Care Directory of the Primary Care Office (PCO) of the Department of Health and must have joined the eHRSS;
 - 1.2 a minimum of 20 Healthcare Professionals with at least ten Chinese Medicine Practitioners and at least ten other Healthcare Professionals; and
 - 1.3 other healthcare professionals as may be proposed by the Operator under Clause 4.1 of Part V - Conditions of Contract.
2. The Operator shall publish / make known to the general public the list of DHC

³ Covering Kwai Fong, Wah Lai, Lai Wah, Cho Yiu, Hing Fong and Lai King.

⁴ Covering On Ho, Wai Ying, Tsing Yi Estate, Cheung Hang, Ching Fat and Cheung On.

⁵ Covering Greenfield, Cheung Ching, Cheung Hong, Shing Hong and Tsing Yi South.

Network M&H Practitioners, their service points and the applicable Fees Table through its website and displaying hardcopies in the DHC Centres and the service points of all M&H Practitioners. For the purpose of this paragraph, “service points” means the locations at which treatments are provided by the Network M&H Practitioners.

3. The Operator shall set up a hotline for enquiries and complaints.
 4. The Operator shall ensure that DHC Network M&H Practitioners shall provide the Services in accordance with the Service Manual and Guidelines to be issued by the Government from time to time.
 5. The Operator shall ensure that the DHC Network M&H Practitioners shall enroll in and upload onto the eHRSS all records of DHC Clients’ use of DHC Network Services.
-

Section F – Miscellaneous

1. The Operator shall collaborate with the Government in the development and use of technologies in the DHC Scheme, including without limitation automated Pre-Programme health assessment tool, mobile applications, wearable devices, telemedicine consultation services, etc.
2. The Operator shall arrange necessary language services for needy DHC Clients belonging to ethnic minority groups or DHC Clients with sensory disabilities.
3. The Operator shall arrange transportation services for patients with limited mobility to travel between nearby transportation interchange and the DHC premises.

Annex A to Part VI – Service Specifications
List of Facilities to be provided by the Government
for Kwai Tsing District Health Centre

The following items will be provided by the Government at the Core Centre.

	Room / Area Function	No. of Rooms	Individual Room size (square metres)	Approximate Total Floor Area (square metres)
1	Examination / Consultation / Treatment Room	10	11 – 20	160
2	Interview / Counselling Room	10	6.5 – 14	80
3	Physiotherapy / Occupational Therapy / Training Room	–	–	270
4	Group Activity and Education Room	6	30 – 80	300
5	Patient Resources Room cum Co-op Shop for Rehabilitation and Activity of Daily Living Equipment	1	50	50
6	Office and other functional rooms	5	15 – 45	110
7	Reception + Waiting area + Communal Area	–	–	270
8	Staff room + Other utility rooms	–	–	260
Total area				about 1 500

Annex B to Part VI – Service Specifications Proposal Form of Satellite Centres

[To be submitted within 90 days from Operation Date
(Clause 3 of Conditions of Contract)]

1. Satellite Centre in Kwai Chung (West)	
Address:	
Total size of premise (square metres):	
Size of activity room (square metres):	
Planned Service:	
Commencement date:	
2. Satellite Centre in Kwai Chung (North East)	
Address:	
Total size of premise (square metres):	
Size of activity room (square metres):	
Planned Service:	
Commencement date:	
3. Satellite Centre in Kwai Chung (Central & South)	
Address:	
Total size of premise (square metres):	
Size of activity room (square metres):	
Planned Service:	
Commencement date:	
4. Satellite Centre in Tsing Yi (North East)	
Address:	
Total size of premise (square metres):	
Size of activity room (square metres):	
Planned Service:	
Commencement date:	
5. Satellite Centre in Tsing Yi (South West)	
Address:	
Total size of premise (square metres):	
Size of activity room (square metres):	
Planned Service:	
Commencement date:	

*Where available, please enclose the floor plan and photos of the sites concerned.

Annex C to Part VI – Service Specifications**Form for Network Medical & Healthcare Practitioners and Health Assessment Service Providers**

Full Name	Medical / Healthcare Profession	Nature of professional qualification with year of qualification	Professional Registration Number ¹ and type of registration (if applicable)	Name ² of the Practice	Address of the Practice	Telephone No. of the Practice
Medical Practitioners						
1						
2						
Healthcare Practitioners						
1						
2						
Health Assessment Service Providers						
1						
2						

[Note: The Operator shall submit this form as a proof of compliance with the minimum requirement as stipulated in Section E of Part VI – Service Specifications no later than 60 days before Operation Date for the approval of the Government Representative. Where the Operator has committed to enlist the service of additional Network Medical and Healthcare Practitioners in accordance with Notes 8 and 9 of Appendix 7 to Terms of Tender Marking Scheme, such information shall be submitted via this form within six months from the start of the operation of the District Health Centre.]

¹ Professional Registration Number refers to the number assigned by the relevant professional body or council to the medical and healthcare practitioners upon registration with that body or council.

² If the name of practice is an organization, instead of the medical and healthcare practitioner himself, please indicate the relationship between the organization and the medical and healthcare practitioner.

Annex D to Part VI – Service Specifications

DHC Network Medical and Healthcare Practitioners Payment Statement

DHC Operator:

Month and Year (e.g. January 2020):

Serial No.	Name of Network Medical and Healthcare Practitioner (M&H Practitioner)	Profession of Medical and Healthcare Practitioner	Amount of Network subsidy claimed for the month in question (HK\$) ¹
Total			

¹ Please provide details of each transaction, such as patient name, consultation date, type of service provided, subsidy claimed for each transaction, with a separate sheet for each M&H Practitioner.

District Health Centre in Kwai Tsing Service Manual and Guidelines

(Subject to refinement and updating by the Government)

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1. Target users and entry points

1.1 The Kwai Tsing DHC service targets are the residents of the Kwai Tsing District. The services could be divided into three main categories –

- 1.2 (a) Primary prevention: Open to all residents in the district.
- (b) Secondary prevention: The health assessment and screening targets at Kwai Tsing residents with risk factors of hypertension and diabetes mellitus.
- (c) Tertiary prevention: Cover the chronic disease management programme and the community rehabilitation programme. The chronic disease management programme will be available to clients diagnosed with hypertension, diabetes mellitus, musculoskeletal disorders referred by the Network Medical Practitioners. The community rehabilitation programme will be available to clients with stroke, fracture hip and post acute myocardial infarction referred by the Hospital Authority or Network Medical Practitioner.
- (d) Clients may enter the different programmes through one of the following means –

	Primary Prevention Programme	Secondary Prevention Programme	Tertiary Prevention Programme	
			Chronic Disease Management Programme	Community Rehabilitation Programme
Self-referral to DHC, i.e. walk-in clients	√	√		
Referred by DHC Satellite Centres	√	√		
Identified in DHC outreaching activities	√	√		
Referred by DHC Network Medical Practitioner	√	√	√	√
Referred by Hospital Authority	√			√

2. Operation model, work flow and key components

2.1 For effective prevention of chronic diseases and promotion of healthy lifestyle, an “open door” and “proactive” approach with innovative means would be adopted to reaching out to all potential clients.

2.2 Primary Prevention

- (a) The DHC should organize and provide health educational programmes and group activities to enhance clients’ knowledge, effect behavioural change for healthy lifestyle and empower clients in chronic disease management.
- (b) The DHC would also serve as a resource hub for providing healthcare and other related social services information to the clients. Custom made smoking cessation services (such as nurse counselling) should be available at DHC or through referral to existing programmes run by other Network Medical and Healthcare Practitioners or non-government organisations (NGOs).
- (c) Basic Assessment
 - (i) The basic assessment, which will be provided and recorded through a system developed and provided by FHB, collects essential basic information aiming at identification of potential risks associated with chronic diseases. It will be provided to any clients who walk in to the DHC centres seeking the service; are referred by Network Medical Practitioners / other health care professionals; and / or are identified in DHC outreaching activities or those organized by other local social service organizations / NGOs.
 - (ii) Data collected through the basic assessment should be uploaded to the Electronic Health Record Sharing System (eHRSS).

2.3 Secondary Prevention

- (a) Health assessment and screening
 - (i) Clients with only lifestyle risk factors identified at the basic

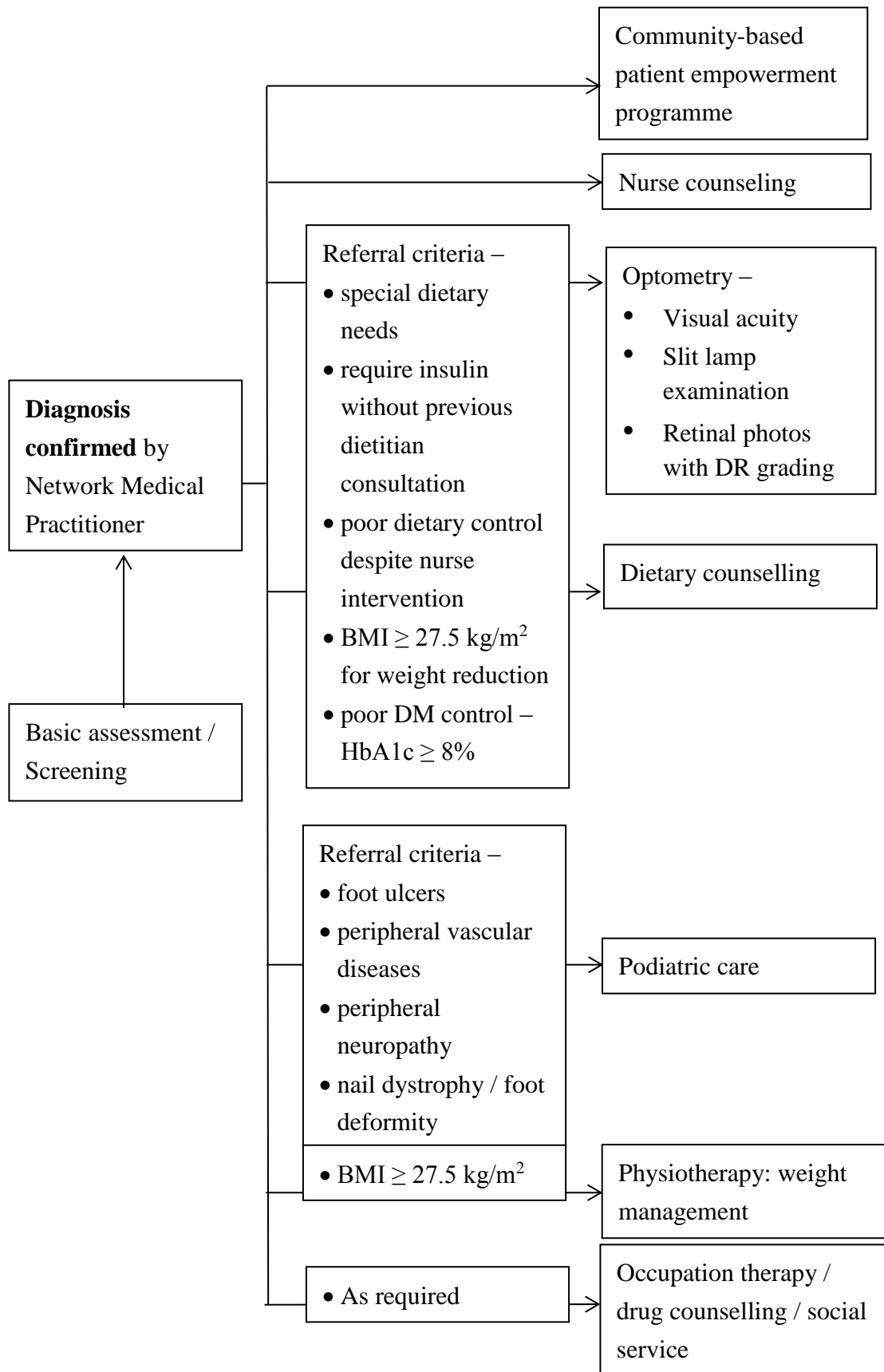
assessment would be referred, by the DHC Care Coordinator, to attend the relevant DHC programmes aiming to change the lifestyle risk factors, such as exercise, weight management, fall prevention, dietary advice, etc, as required.

- (ii) Clients identified with risk factors associated with hypertension or diabetes mellitus would be referred to DHC Network Medical Practitioners for further assessment.
- (iii) Clients diagnosed by DHC Network Medical Practitioner for having hypertension or diabetes mellitus should be referred to join the Chronic Disease Management Programme as necessary. Reference should be taken to the relevant reference frameworks of the Primary Care Office of the Department of Health on diagnostic criteria.

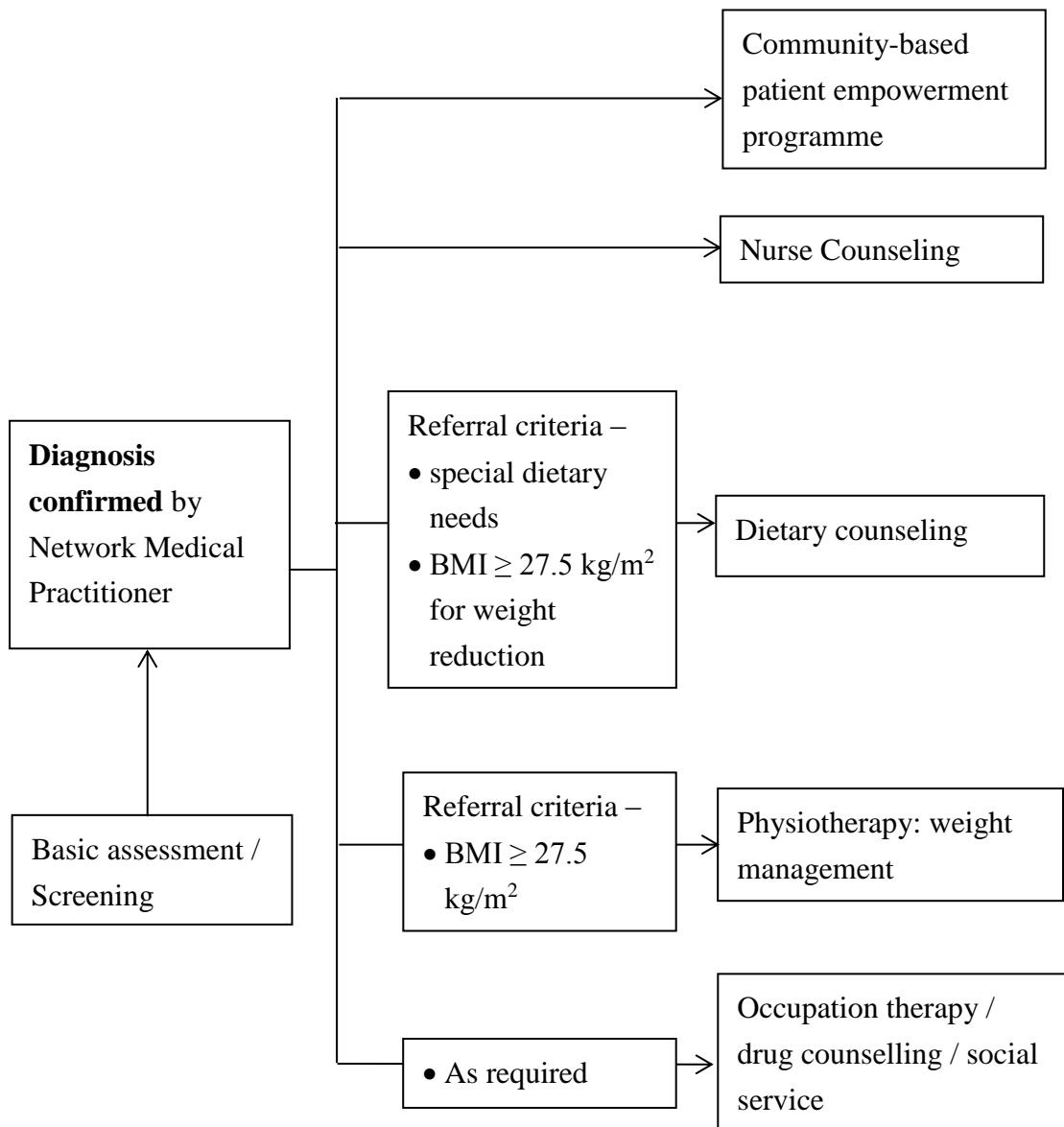
2.4 Chronic Disease Management Programmes

The work flows, including referral criteria and key component, of the Chronic Disease Management Programmes are outlined below.

(a) Work flow of the DHC Diabetes Mellitus (DM) Programme



(b) Work flow of the DHC Hypertension Programme



(c) Work flow of the Musculoskeletal Disorders Programme

(i) Low Back Pain

- a. Clients would be referred by the Network Medical Practitioners. They would be stratified into different groups of risk level using the Subgroups for Targeted Treatment (STarT) back screening tools. Corresponding structured programme would be offered to the clients. Clients may, after consulting the referring Network Medical Practitioner, opt for acupuncture or acupressure therapy by Chinese Medicine Practitioners. Total number of government subsidized individualized Healthcare Professional sessions would be **capped at eight sessions**.
- b. The structured programme should include the following components as necessary –
 - Individualized exercise programme;
 - Personalized pain relieving treatment;
 - Education on understanding the disease;
 - Training on coping strategy;
 - Exercise programme to enhance strength, flexibility, mobility, balance;
 - Functional activities and tolerance training;
 - Community-based patient empowerment programme.

(ii) Osteoarthritic Knee

- a. Clients would be referred by the Network Medical Practitioners. Structured programme would be offered to the clients. Clients may, after consulting the referring Network Medical Practitioner, opt for acupuncture or acupressure therapy by Chinese Medicine Practitioners. Total number of government subsidized individualized Healthcare Professional sessions would be **capped at 12 sessions**.

- b. The structured programme should include the following components as necessary –

- Individualized exercise programme;
- Personalized pain relieving treatment;
- Education on understanding the disease;
- Training on coping strategy;
- Exercise programme to enhance strength, flexibility, mobility;
- Community-based patient empowerment programme.

(d) Work Flow and Key Component of the Community Rehabilitation Programme

(i) Stroke Rehabilitation Programme

- a. Clients would be referred by the Hospital Authority or Network Medical Practitioners. A structured programme with individualized treatment sessions up to a maximum duration of six months would be offered to the clients. Clients may, after consulting the referring doctor, opt for acupuncture or acupressure therapy by Chinese Medicine Practitioners. Total number of government subsidized individualized Healthcare Professional sessions would be **capped at 11 sessions.**

- b. The structured programme should include the following components as necessary –

1st – 2nd week – two sessions per week (four sessions)

3rd – 4th week – one session per week (two sessions)

- Following five months – one rehabilitation session per week (five sessions);
- Individualized exercise programme;
- Education of understanding the disease;
- Training on coping strategy;
- Exercise / training programme to enhance strength, mobility, balance and function;

- Speech therapy for swallowing and speech problem (if indicated);
- Community-based patient empowerment programme.

(ii) Fracture Hip Rehabilitation Programme

a. Clients would be referred by the Hospital Authority or Network Medical Practitioner. A structured programme with individualized treatment sessions up to a maximum duration of three months would be offered to the clients. Total number of government subsidized individualized Healthcare Professional sessions would be **capped at eight sessions**.

b. The structured programme should include the following components as necessary –

1 st – 2 nd week	– two sessions per week (four sessions)
3 rd – 4 th week	– one rehabilitation session per week (two sessions)
2 nd month – 3 rd month	– one session per month (two sessions)

- Individualized exercise programme;
- Education of understanding the disease;
- Training on coping strategy;
- Exercise programme to enhance strength, flexibility, mobility, balance and function;
- Community-based patient empowerment programme.

(iii) Cardiac Rehabilitation Programme

a. Clients would be referred by the Hospital Authority or Network Medical Practitioner. A structured programme with a maximum duration of three months without requirement of close supervision and continuous monitoring of heart rate, blood pressure and electrocardiography, which aims at maintaining treatment

effect gained and continuing practice learnt in phase I, II and III rehabilitation would be offered to the clients. Total number of government subsidized individualized Healthcare Professional sessions would be **capped at eight sessions**.

- b. The structured programme should include the following components as necessary –

1 st – 2 nd week	– two sessions per week (four sessions)
3 rd – 4 th week	– one session per week (two sessions)
2 nd month – 3 rd month	– one session per month (two sessions)

- Individualized exercise programme to enhance daily function and exercise tolerance;
- Training on coping strategy;
- Community-based patient empowerment group programme.

3 Programme packages, charges and subsidies

3.1 Primary Prevention – Health promotion and education activities

Programmes held by DHC	Charges / Subsidies
Exercise / activities Class	Free
Educational programme on healthy diet / healthy lifestyle / fall prevention / prevention and management of diabetic and hypertension risks	
Class Size Large – 20 – 30 persons; Small – 8 – 12 persons	

3.2 Secondary and Tertiary Prevention

(a) Diabetes mellitus programme

Item	Charges / Subsidies
<u>1st year</u>	
Basic assessment	Free
1 st medical consultation	\$250 – subsidy to Network Medical Practitioner
Health assessment and screening – Laboratory test for diagnosis	\$250 – cap of client's charge
Health assessment and screening – Optometry assessment	\$250 – cap of client's charge
2 nd medical consultation	\$250 – subsidy to Network Medical Practitioner
Nurse counselling Drug counselling	Free
Other individualised healthcare professional service referred by Network Medical Practitioner (capped at 6 sessions including the above Optometry assessment)	\$250 – cap of client's charge
Community-based patient empowerment programme	Free
Cap of total number of Government subsidized consultation and individualised therapy sessions = 8	
<u>Subsequent year(s)</u>	
1 medical consultation	\$250 – subsidy to Network Medical Practitioner
Laboratory test	\$250 – cap of client's charge

Optometry assessment	\$250 – cap of client's charge
Nurse counselling Drug counselling	Free
Other individualised healthcare professional service referred by Network Medical Practitioner (capped at 4 sessions including the above Optometry assessment)	\$250 – cap of client's charge
Community-based patient empowerment programme	Free
Cap of total number of Government subsidized consultation and individualised therapy sessions = 5	

(b) Hypertension programme

Item	Charges / Subsidies
<u>1st year</u>	
Basic assessment	Free
1 st medical consultation	\$250 – subsidy to Network Medical Practitioner
Health assessment and screening – Laboratory test for baseline assessment	\$250 – cap of client's charge
Nurse counselling Drug counselling	Free
Other individualised healthcare professional service referred by Network Medical Practitioner (capped at 4 sessions)	\$250 – cap of client's charge
Community-based patient empowerment programme	Free
Cap of total number of Government subsidized consultation and treatment sessions = 5	
<u>Subsequent year(s)</u>	
1 medical consultation	\$250 – subsidy to Network Medical Practitioner
Laboratory test	\$250 – cap of client's charge
Nurse counselling Drug counselling	Free
Other individualised healthcare professional service referred by Network Medical Practitioner (capped at 4 sessions)	\$250 – cap of client's charge
Community-based patient empowerment programme	Free

Cap of total number of Government subsidized consultation and individualised treatment sessions capped = 5

(c) Musculoskeletal disorders programme

(i) Low Back Pain

Item	Charges / Subsidies
Individualized treatment session by healthcare professionals, referred by Network Medical Practitioner (capped at 8 sessions)	\$250 – cap of client's charge
	\$150 – cap of client's charge for Acupuncture / Acupressure by Chinese Medical Practitioner
Other exercise / activities / educational class	Free
Nurse counselling Drug counselling	Free
Community-based patient empowerment programme	Free

(ii) Osteoarthritic knee

Item	Charges / Subsidies
Individualized treatment session by healthcare professionals, referred by Network Medical Practitioner (capped at 12 sessions)	\$250 – cap of client's charge
	\$150 – cap of client's charge for Acupuncture / Acupressure by Chinese Medical Practitioner
Other exercise / activities / educational class	Free
Nurse counselling Drug counselling	Free
Community-based patient empowerment programme	Free

3.3 Community Rehabilitation

(a) Stroke Rehabilitation

Item	Charges / Subsidies
Individualized treatment session by healthcare professionals, referred by Hospital Authority / Network Medical Practitioner (6-month programme capped at 11 sessions)	\$100 – charge for clients referred by Hospital Authority \$250 – cap of charge for clients referred by Network Medical Practitioner \$150 – cap of client's charge for Acupuncture / Acupressure by Chinese Medical Practitioner
Other exercise / activities / educational class	Free
Community-based patient empowerment programme	Free

(b) Fracture Hip Rehabilitation

Item	Charges / Subsidies
Individualized treatment session by healthcare professionals, referred by Hospital Authority / Network Medical Practitioner (3-month programme capped at 8 sessions)	\$100 – charge for clients referred by Hospital Authority \$250 – cap of charge for clients referred by Network Medical Practitioner
Other exercise / activities / educational class	Free
Community-based patient empowerment programme	Free

(c) Cardiac Rehabilitation

Item	Charges / Subsidies
Individualized treatment session by healthcare professionals, referred by Hospital Authority / Network Medical Practitioner (3-month programme capped at 8 sessions)	\$100 – charge for clients referred by Hospital Authority \$250 – cap of charge for clients referred by Network Medical

	Practitioner
Other exercise / activities / educational class	Free
Community-based patient empowerment programme	Free

3.4 Others

Item	Charges/Subsidies
Any items as may be approved by the Government Representative	As approved by the Government Representative

4 Governance, monitoring and reporting mechanisms

Management Committee on District Health Centre

4.1 To ensure accountability, efficiency and cost effectiveness in the use of public funds for the provision of healthcare services under the District Health Centre (DHC) in Kwai Tsing and its Network, a Management Committee (MC) will be established to provide guidance and oversight to the DHC Operator, with the Steering Committee on Primary Healthcare Development (SCPHD) providing strategic directives and advice.

4.2 The proposed composition and terms of reference of the Management Committee (MC) are as follows –

Chairperson:	A directorate officer of Food and Health Bureau (FHB)
Vice-Chairperson:	Director, District Health Centre Team (DHC Team), FHB
Members:	<ul style="list-style-type: none">(a) Executive Director, DHC(b) Chief Care Coordinator, DHC(c) Members of the Working Group on DHC Pilot Project in Kwai Tsing District (including five non-official members and six ex-officio members from the Department of Health, the Hospital Authority, the Home Affairs Department, and the Social Welfare Department); and(d) Co-opted members with relevant background and experience as appointed by Secretary for Food and Health (SFH).

4.3 The proposed Terms of Reference of the MC are as follows –

- (a) Provide guidance and oversight to the DHC Operator in the operation of the DHC;
- (b) Monitor overall efficiency and cost-effectiveness of the DHC to ensure the objectives and service requirements are met;
- (c) Maintain and ensure the professional standards in the delivery of service of the DHC;
- (d) Approve DHC service development, including fees and charges;

- (e) Approve the annual business plan and budget of the DHC and monitor the progress of implementation; and
 - (f) Review appeal cases of patient and staff complaints.
- 4.4 The Chairperson of MC would report the performance and progress of the DHC to SFH at appropriate intervals. On DHC matters which are pertinent to the overall direction of primary healthcare development, the Chairperson would seek advice from the SCPHD and relay the steer to the MC for deliberation and implementation in the conduct of the DHC.

Consultation meetings

- 4.5 To effectively gauge feedback from the community on DHC service and allow flexibility in service enhancement, the MC will **hold consultation meetings bi-annually** with key stakeholders of Kwai Tsing District, including but not limited to non-governmental organisations, patient groups and allied health professionals serving the District, as well as Kwai Tsing residents. The first consultation meeting is proposed to be held within three months after the commencement of service of the DHC.

Administrative and Financial Management Mechanism of DHC

- 4.6 Other than the provisions set out in Part V – Conditions of Contract, the DHC Operator shall set up and monitor its own procurement and stores management system with appropriate records, adequate checks and control mechanism. Such system should be in line with that of the Government. The DHC Operator will be accountable to the public for the use of the funding from FHB and should always be prepared to account for their purchasing decisions. The DHC Operator will be obliged to achieve the best value for money for their procurement. The DHC Operator should exercise utmost prudence and care in procuring goods or services. It should ensure that all purchases of goods or services are made on an open, fair and competitive basis and only from suppliers who are not their associated or associated persons. The DHC Operator should strictly observe the Government quotation requirements in making procurement with DHC funding.

Patient data protection and usage

- 4.7 (a) The DHC Operator (with the help of DHC Network where applicable) shall arrange to obtain consent from patients for the collection, transfer and sharing of his / her personal data for service delivery, research, and other permitted or related purposes. The DHC Operator should endeavour to safeguard the confidentiality of personal data collected.
- (b) Where patients' data are to be published for evaluation or research purposes as and when required by the Government, such data shall be presented in a form that individual patient cannot be identified and which no longer constitutes personal data within the meaning of the Personal Data (Privacy) Ordinance (Cap. 486).

Handling of medical incident and complaint

- 4.8 (a) In the event of a patient suffering injury or death arising out of DHC operation, the DHC Operator shall report to the Police and verbally inform the Government immediately. The Operator shall submit a written investigation report to the FHB within seven working days after the occurrence of the injury or death, or on an earlier date specified by the Government;
- (b) for any complaints received, the DHC Operator shall include in its monthly report to the FHB the follow-up actions and investigation results. For repeated complaints, the DHC Operator should report to the MC for deliberation.

Reporting requirement on DHC Operator

- 4.9 The DHC Operator is obliged to submit the following reports covering activities relating to the DHC to the FHB in a manner specified below –
- (a) A **monthly** progress report **within 15 working days** after the end of each month. The progress report should cover –
- (i) progress of enrollment, attendance rates, number of service

sessions and programmes delivered, completion rate and drop out rate of participants for all DHC service programmes;

- (ii) justification or explanation for any failure to meet any of the service requirement;
 - (iii) feedback of patients and complaints received; and
 - (iv) other data and information as required by the FHB in relation to the conduct of the DHC;
- (b) A **monthly** income and expenditure statement in support of its monthly payment and reimbursement claims with relevant receipts and documents within 45 days after payment by the Government as stipulated in Clause 8 of Part V – Conditions of Contract;
- (c) An **annual** report within three months after the end of each Financial Year; and
- (d) An **annual** business plan together with the annual budget of income and expenditure for the DHC no later than two months before the start of the Financial Year. The annual business plan shall set out how the DHC Operator specifically plans to carry out the DHC services for the coming twelve months and achieve the Service Output Targets set out in Schedule C to the Conditions of Contract.

5 Maintenance responsibilities of operator

- 5.1 The Architectural Services Department (ArchSD) will cover the maintenance responsibilities of the Core Centre with a scope as may be updated from time to time.
- 5.2 For repairs and maintenance needs of the Core Centre beyond ArchSD's service scope, the Operator shall arrange for necessary repair and maintenance works to be carried out properly. Subject to the agreement of the Government, the cost of such management works may be covered by the administration costs for operation of DHC Centre and the DHC Network under the Monthly Basic Fee.