



**Labour Department (Headquarters)**

勞工處 (總處)

Your reference 來函編號 :  
Our reference 本處檔案編號 : ES 6/2/114 XVIII  
Tel. number 電話號碼 : 2852 4102

7 May 2020

Ms Betty MA  
Clerk to Panel on Manpower  
Legislative Council  
Legislative Council Complex  
1 Legislative Council Road  
Central, Hong Kong

Dear Ms MA,

**Follow-up to Panel on Manpower**

The Panel on Manpower discussed at its meeting on 19 February and 17 December 2019 the employment services of the Labour Department and the Government's initiatives for supporting employment respectively. As requested by the Panel, we provide the tender documents for engaging non-governmental organisations to provide employment services for ethnic minority job seekers through a case management approach (Annex 1) and the numbers of job vacancies posted at the three industry-based recruitment centres (Annex 2).

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Charles Hui'.

(Charles HUI)

for Commissioner for Labour

THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
LABOUR DEPARTMENT  
TENDER FOR THE PROVISION OF SERVICES

Tender Ref. : LD PT 01/2019

**TENDER FORM**

Contract No. : .....

**LODGING OF TENDER**

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed envelope marked  
“Tender for the Provision of Employment Support and Employer Engagement Services for the  
Pilot Programme for Ethnic Minority Job Seekers”

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department ,  
must be deposited in the Government Logistics Department

Tender Box situated on Ground Floor, North Point Government Offices,  
333 Java Road, North Point, Hong Kong

before 12:00 noon (time) on 23 March 2020 (date) (Hong Kong time). Late Tenders will not be accepted.

**INTERPRETATION**

**PART 1 — TERMS OF TENDER**

**PART 2 — GENERAL CONDITIONS OF CONTRACT**

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

- <https://pcms2.gld.gov.hk/iprod/#/ssm10701>

**PART 3A — INTERPRETATION (SUPPLEMENT)**

Attached to this Tender Form

**PART 3B — TERMS OF TENDER (SUPPLEMENT) AND ANNEX**

Attached to this Tender Form

**PART 3C — SPECIAL CONDITIONS OF CONTRACT**

Attached to this Tender Form

**PART 3D — SERVICE SPECIFICATIONS**

Attached to this Tender Form

**PART 3E – SCHEDULES AND APPENDICES**

Attached to this Tender Form

Dated this 7 day of February 20 20

HUI PAK KWAN  
Government Representative

**PART 4 — OFFER TO BE BOUND**

1. Having read the Tender Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out any or all of the Services specified in the attached Service Specifications and the Technical Proposal tendered by me/us in Schedule C during the Contract Period at the prices quoted by me/us in the Price Proposal in Schedule A free of all other charges, subject to and in accordance with the Contract.
3. We warrant that the signatories named below are duly authorised by the Tenderer or, in case of a society registered under the Societies Ordinance (Cap.151), duly authorised by the office-bearers of the Tenderer.

Name of the Tenderer\*: .....

(\*Please ensure that the name of the Tenderer stated above is the **same** as the one provided in **all the Schedules**)

(1) Name of the person signing for and on behalf of the Tenderer: .....

Position of the person signing for and on behalf of the Tenderer: .....

Authorised Signature: .....

(2) Name of the person signing for and on behalf of the Tenderer: .....

Position of the person signing for and on behalf of the Tenderer: .....

Authorised Signature: .....

Dated this .....day of ..... 2020

**PART 5**  
**MEMORANDUM OF ACCEPTANCE**

On behalf of the Government of the Hong Kong Special Administrative Region,

I .....  
*(name and position of officer)*

accept your Tender for the Contract relating to the following item(s) in the Schedule. A copy of each document constituting the Contract is hereby attached for identification purposes.

.....  
.....  
.....

Dated this ..... day of ..... 20 .....

Signed by the said .....  
.....  
.....

in the presence of : .....  
.....  
.....

**Interpretation (Supplement)**

1.1 Unless the context requires otherwise, the following terms shall have the meaning as hereinafter defined:

“Accepted Innovative Suggestion”	means an Innovative Suggestion and its specifications, subject to negotiations, if any, accepted by the Government;
“Applicant”	means a person who applies for the Employment Support Services under the Programme;
“Case Manager”	means the individual engaged by the Contractor for the purpose of providing Employment Support Services under the Contract and with the qualifications and responsibilities as provided in Service Specifications, particularly Clauses 7.6 to 7.13 and 11;
“Case Manager in Charge”	means the individual appointed by the Contractor to supervise the Case Manager(s) and with the qualifications as provided in the Service Specifications, particularly Clause 11;
“Commencement Date”	means the date on which the Services commence as specified by the Government Representative in the Tender Acceptance;
“Contract Period”	means the period during which the Contract remains subsisting as provided in Clause 1 of the Special Conditions of Contract save as being terminated pursuant to the provisions of the Contract;
“Contract Price” or “Service Fee”	means the amount calculated in accordance with the price proposal of the Contractor as accepted by the Government, which is payable by the Government to the Contractor as provided in Clause 4 of the Special Conditions of Contract and other provisions of the Contract for the full and proper performance by the Contractor of its obligations under the Contract;
“Contract Year”	means the First Contract Year, the Second Contract Year or the Third Contract Year;
“Deliverables”	means all the training, counselling, briefing and/or employer engagement materials used in relation to and/or in the course of the performance of the Services under the Contract;

---

“Department”, “LD” or Procuring Department”	means the Labour Department of the Government;
“Employer Engagement Services”	means the services and activities to engage employers for promoting employment of Ethnic Minorities to be provided and performed by the Contractor as more particularly stipulated in the Service Specifications, subject to the terms and conditions of the Contract and all other duties and obligations ancillary and incidental thereto;
“Employer Liaison Officer”	means the individual engaged by the Contractor for the purpose of providing Employer Engagement Services under the Contract and with the qualifications and responsibilities as provided in Service Specifications, particularly Clauses 10 and 11;
“Employment Support Services”	means the employment support services to be provided and performed by the Contractor for the Applicants/ Participants of the Programme as more particularly stipulated in the Service Specifications, subject to the terms and conditions of the Contract and all other duties and obligations ancillary and incidental thereto;
“Estimated Contract Price”	means the amount calculated in accordance with Paragraphs 7 and 8 of the Annex to the Terms of Tender (Supplement) (Tender Evaluation Procedures, Criteria and Marking Scheme);
“Ethnic Minorities”	means persons of non-Chinese ethnicity;
“First Contract Year”	means the first twelve (12) months of the Contract Period;
“Incentive Pay”	means the amount payable to the Contractor under this Contract pursuant to Clauses 4.2 to 4.4 of the Special Conditions of Contract;
“Innovative Suggestion”	means an innovative suggestion proposed by the Tenderer in its Tender to be assessed under Assessment Criterion No. 5 of the Marking Scheme;
“Key Personnel”	means the persons filling the roles of Case Manager in Charge, Case Manager and Employer Liaison Officer;
“Non-governmental organisations” or “NGOs”	means a bona fide non-governmental and non-profit-making organisations, charitable institution or trust that is exempt from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);

“Original Tender Closing Date”	means the latest date specified in “Lodging of Tender” section of the Tender Form as the latest date before which Tenders must be deposited with the Government, regardless of whether the date has been extended subsequently;
“Participant”	means an applicant who is successfully “screened-in” by the Contractor and referred by the Labour Department for enrolling in the Employment Support Services under the Programme pursuant to Clauses 7.4 and 7.5 of the Service Specifications;
“Price Proposal”	means the Price Proposal to be submitted by a Tenderer in the form of Schedule A;
“Programme” or “Pilot Programme”	means the Pilot Programme of the Labour Department of the Government to provide employment services for Ethnic Minority job seekers in conjunction with non-governmental organisations through a case management approach (see Clauses 1 and 2 of the Service Specifications for the background of the Programme);
“Referral Date”	means the date on which an Applicant is referred by the Labour Department to the Contractor pursuant to Clause 7.4 of Service Specifications for receiving Employment Support Services;
“Registered Social Worker”	means a social worker registered under the Social Workers Registration Ordinance (Chapter 505 of the Laws of Hong Kong);
“Registrations for Employment Support Services” or “Registrations for Services”	means first-time registration or re-registration by a Participant for the Employment Support Services under the Programme pursuant to Clause 7 of the Service Specifications;
“Second Contract Year”	means the twelve-month period from the thirteenth (13 <sup>th</sup> ) month to the twenty-fourth (24 <sup>th</sup> ) month of the Contract Period;
“Service Centre”	means a service centre open for the Participants of the Programme to obtain Employment Support Services rendered by the Case Manager(s) as more particularly stipulated in the Service Specifications;
“Service Period”	means a period of six (6) months starting from the Referral Date or the date as specified by the

---

	Government Representative in the list mentioned in Clause 7.5 of the Service Specifications, whichever is earlier;
“Service Region”	means any <b>one</b> of the Service Regions as specified in Clause 4 of the Service Specifications to which a Tender and a Contract (if awarded) relates save as otherwise required under the context;
“Service Specifications”	means the specifications attached to the Tender Form;
“Services”	means the Employment Support Services and/or Employer Engagement Services to be provided by the Contractor under the Contract;
“Technical Proposal”	means the Technical Proposal to be submitted by a Tenderer in the form of Schedule C;
“Tender Acceptance”	has the meaning given to it in Paragraph 7.1 of the Terms of Tender (Supplement);
“Tender Closing Date”	has the same meaning as ascribed to “Tender Closing Time” in the Interpretation under Ref. No. BD-TERMS-2 (October 2019);
“Tender Documents”	means the Tender documents as specified in Paragraph 1 of the Terms of Tender (Supplement); and
“Third Contract Year”	means the twelve-month period from the twenty-fifth (25 <sup>th</sup> ) month to the thirty-sixth (36 <sup>th</sup> ) month of the Contract Period.

- 1.2 For the purpose of this tender, the following definitions in the Interpretation under Ref. No. BD-TERMS-2 (October 2019) are deleted: “Contract Period”, “Contract Price”, “Estimated Contract Price”, “Price Schedule”, “Service Specifications”, “Tender Acceptance” and “Tender Document”.



## Terms of Tender (Supplement)

### 1. Invitation to Tender and Tender Documents

1.1 These Tender Documents are identified as LD PT 01/2019 and consist of a complete set of:

- (a) Tender Form
- (b) Tender Label
- (c) Interpretation
- (d) Part 1 - Terms of Tender
- (e) Part 2 – General Conditions of Contract

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions (BD-TERMS-2 (October 2019)), which is accessible at:

<https://pcms2.gld.gov.hk/iprod/#/ssm10701>

- (f) Part 3A - Interpretation (Supplement)
- (g) Part 3B - Terms of Tender (Supplement)
  - Annex: Tender Evaluation Procedures, Criteria and Marking Scheme
- (h) Part 3C - Special Conditions of Contract
- (i) Part 3D - Service Specifications
- (j) Part 3E - Schedules and Appendices
  - Schedule A – Price Proposal
  - Schedule B – Information about the Tenderer and its Key Personnel
  - Schedule C – Technical Proposal
  - Schedule D – Statement of Compliance
  - Schedule E – Non-collusive Tendering Certificate
  - Schedule F – Consent for Disclosure
  - Schedule G – Information Schedule
  - Schedule H – Contract Deposit Reply Slip
  - Schedule I – Form of Banker’s Guarantee
  - Appendix 1 – Reply Form for Tender Briefing
  - Appendix 2 – Checklist for Tender Preparation and Submission

1.2 The Interpretation (Supplement) shall apply to the whole set of the Tender Documents unless the context provides to the contrary.

1.3 This tender exercise is not covered by the Agreement on Government Procurement of the World Trade Organization.

1.4 A Tenderer may tender for the provision of the Services in more than one Service Region. A Tenderer bidding for more than one Service Region shall **submit a separate tender for each Service Region** for which it intends to bid. Tenders for each Service Region will be assessed separately and independently. **Failure to indicate the Service Region being tendered for will render the Tender non-conforming and the Tender will not be considered further.**

1.5 A Tenderer shall submit only **ONE** tender for each Service Region. Any Tenderer who submits two or more tenders for the same Service Region will be disqualified in respect of that Service Region.

## 2. Tender Preparation and Essential Requirements

2.1 The Tender and all accompanying documents should be completed in ink or typescript in English or Chinese or a combination of both and must be submitted in the manner stipulated in Paragraph 3.2 hereof. The Government will not consider a Tender that is completed in any other language.

2.2 Tenderers shall note that:

- (a) A completeness check will be conducted to ensure that the Tenderers have submitted their Tenders in accordance with the requirements stipulated in Paragraph 3.1(b) before the Tender Closing Date. **Failure to submit the documents containing the essential information will render a Tender non-conforming and not be considered further.**
- (b) Paragraph 2.3 sets out the essential requirements which must be satisfied in full, **failing which the tender shall not be considered further.**
- (c) Those tenders which are in full compliance with the requirements of completeness check and the essential requirements shall be further evaluated in accordance with the Tender Evaluation Procedures, Criteria and Marking Scheme as stipulated in the Annex.

### 2.3 Essential Requirements

Tenderers must demonstrate in their Tenders full compliance with each of the following essential requirements, failing which the Tenders shall not be considered. A Tenderer must:

- (a) be a company as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the Predecessor Ordinance; or an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate; or a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong). “Predecessor Ordinance” means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as in force from time to time before the commencement of the new Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
- (b) be a bona fide non-governmental and non-profit making organisation, charitable institution or trust of a public character which is being exempt from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);
- (c) nominate a person to be the Case Manager in Charge, who must be employed by

the Tenderer on a full-time basis<sup>1</sup> on the date of Tender submission. The nominated Case Manager in Charge must be a Registered Social Worker with a degree in social work recognised by the Social Workers Registration Board, **and** who must, in the past five (5) years immediately preceding the Original Tender Closing Date, have at least three (3) aggregate years of work experience in the capacity as Registered Social Worker with responsibilities in providing employment services for Ethnic Minority job seekers, among which at least two (2) aggregate years of experience in posts with managerial or supervisory responsibilities; and

- (d) nominate a person to be the Employer Liaison Officer who must be employed by the Tenderer on the date of Tender submission. The nominated Employer Liaison Officer must possess a Bachelor's degree from a Hong Kong university, or equivalent, **and** must, in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1) aggregate year of work experience in providing employment services for Ethnic Minority job seekers and networking with employers.

For the avoidance of doubt, the persons as specified in Paragraph 2.3(c) and (d) shall be two (2) different persons.

2.4 Where the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), its Offer to be Bound will be considered duly signed if it has been signed by at least two of the Tenderer's office-bearers. The office-bearers who sign the Offer to be Bound will be deemed to have submitted the Tender in their personal capacity on a joint and several basis. If any Contract is awarded to them, they will be bound by the Contract on a joint and several basis.

#### 2.5 Counting of experience of Tenderer and its Key Personnel

For the purpose of Tender evaluation, experience of a Tenderer and its Key Personnel shall be counted as at the Original Tender Closing Date (except for the Tenderer's commitment on the minimum number of aggregate years of experience possessed by its Case Manager(s) and Employer Liaison Officer(s) made in Schedule C) and the following shall apply:

- (a) in relation to the employment services referred to in Paragraphs 2.3(c) and (d), Schedules B and C, only those services that were rendered in Hong Kong will be counted;
- (b) subject to Paragraph 2.5(d) below, only the relevant experience acquired directly by the Tenderer will be counted; any experience acquired through appointing or commissioning a third party or a contractor will not be counted. For the avoidance of doubt, the relevant experience acquired by the subsidiary, holding company, or another subsidiary of the same holding company of the Tenderer will not be counted. The existence of a holding-subsidiary relationship shall be

---

<sup>1</sup> Employed to work a minimum of 44 hours per week

determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

- (c) only the experience with a period of not less than thirty (30) consecutive days will be counted;
- (d) where the Tenderer can demonstrate, to the satisfaction of the Government, that it is a continuation of an unincorporated body and has taken up the latter's operation in its entirety, the Government may, at its absolute discretion, take into account the following when its tender is being evaluated: (i) the relevant experience acquired by the unincorporated body prior to the take-over; and (ii) the said unincorporated body's records of performance in its provision of similar employment-related services commissioned by LD;
- (e) subject to Paragraph 2.5(f) below, an employee's years of experience are to be counted in aggregate number of days without regard to intervening holidays or inclement weather warning days on which no services were normally delivered and divided by 365 to derive the complete number of years; and
- (f) there shall be no double counting of an employee's length of experience in providing services during overlapping periods, regardless of whether such services are provided in different locations or under different contracts (of employment). Without prejudice to the generality of the foregoing, experience with overlapping periods is to be counted in accordance with the following example:

Employer	Post Title	Employment Period	Number of Calendar Days Counted for Accumulated Experience in the Period in	
			(i) providing <u>employment services for Ethnic Minorities in the capacity as Registered Social Worker</u>	(ii) <u>having managerial/supervisory duties in relation to (i)</u>
Company A	Case manager	01.07.2015 – 30.09.2017	731 days (29 days in February 2016) (after excluding the overlapping period of "01.07.2017 to 30.09.2017" which is counted in the employment with Company B below)	0 day

Company B	Centre supervisor	01.07.2017 – 30.09.2018	457 days	457 days
Company C	Centre supervisor	01.07.2018 – 30.06.2019	273 days (after excluding the overlapping period of “01.07.2018 to 30.09.2018” which is counted once in the employment with Company B above)	273 days (after excluding the overlapping period of “01.07.2018 to 30.09.2018” which is counted once in the employment with Company B above)
Company D	Programme officer	01.04.2019 – 30.09.2019	92 days (after excluding the overlapping period of “01.04.2019 to 30.06.2019” which is counted once in Company C above)	0 day
Total no. of calendar days:			(A) 1 553 days	(B) 730 days
Total no. of aggregate years:			(A/365) 4.25 years	(B/365) 2.00 years

2.6 Tenderers shall demonstrate its full compliance with all essential requirements as set out in Paragraph 2.3 and provide the information and documentary proof, including but not limited to the following:

- (a) documentary proof showing that the Offer to be Bound is duly signed by the Tenderer; such proof shall include (where applicable) the company’s articles of association, certificate of incorporation, certificate of change of name (if any) and the relevant board resolutions;
- (b) if the Tenderer is a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong), its Certification of Registration of a Society or Certificate of Exemption from Registration of a Society; and written consent in the form of Schedule F duly completed by the Tenderer’s office-bearers who have signed the Offer to be Bound;

- (c) documentary proof showing that the Tenderer is a charitable institution or trust of a public character which is being exempt from tax under section 88 of the Inland Revenue Ordinance, Chapter 112 of the Laws of Hong Kong;
- (d) documentary proof and detailed information on the qualification and work experience of the Case Manager in Charge in providing employment services to Ethnic Minorities in the past five (5) years immediately preceding the Original Tender Closing Date and documentary proof showing that the Case Manager in Charge is a full-time employee of the Tenderer at the time of Tender submission as required under Paragraph 2.3(c); and
- (e) documentary proof and detailed information on the academic qualification and work experience of the Employer Liaison Officer in providing employment services to Ethnic Minorities and networking with employers in the past three (3) years immediately preceding the Original Tender Closing Date and documentary proof showing that the Employer Liaison Officer is an employee of the Tenderer at the time of Tender submission as required under Paragraph 2.3(d).

### **3. Tender Submission**

#### **3.1 Information and Documents to be Submitted**

- (a) Without prejudice to the generality of Paragraph 3.3 of the Terms of Tender under Ref No. BD-TERMS-2 (October 2019), all Tenders must be submitted in the manner stipulated under “Lodging of Tender” on the front page of the Tender Form of the Tender Documents. A Tender, including its supporting documents, must be submitted in **triplicate**, namely one (1) set of originals and two (2) sets of copies and returned in sealed envelopes which shall bear no reference to the identity of the Tenderer.
- (b) Documents containing Essential Information

Tenderers shall submit the following documents containing the essential information as specified below before the Tender Closing Date:

- (i) a duly signed “Offer to be Bound” in Part 4 of the Tender Form;
- (ii) Schedule A – Price Proposal;
- (iii) Schedule B – Information of Tenderer and its Key Personnel with Part A completed; and
- (iv) Schedule C – Technical Proposal with Part A completed.

**Failure to submit any documents required under Paragraph 3.1(b) before the Tender Closing Date will render a Tender non-conforming and not be considered further.**

- (c) Other Documents required

In addition to Paragraph 3.1(b) above, each Tenderer shall provide all other information/ supporting documents/ documentary proof to substantiate

information given as required under the Tender Documents or relevant to its Tender, including but not limited to Schedule A to G to the Tender Documents;

- (d) The submission of the Technical Proposal in the form of Schedule C, excluding related annexes, layout plans and documentary proof, **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25 mm and character font size not less than 12). For the avoidance of doubt, pages that exceed the specified limit shall not be considered in the Tender assessment;
- (e) A Tenderer is also required to submit a softcopy of the Technical Proposal in the form of Schedule C in Microsoft Word format for administrative convenience. Tender evaluation will only be based on the submitted hardcopies. Any inconsistency found in the softcopy will be disregarded. Tenderers should ensure that the contents and the format saved in the softcopy and hardcopies are identical; and
- (f) Tenderers are requested to confirm in Schedule D – Statement of Compliance that the offers submitted comply fully with the Service Specifications in every respect. Any modification of the Service Specifications considered necessary by the Tenderer should be set out in Schedule D.

### 3.2 Two-envelope System

- (a) A two-envelope system is adopted in this Invitation to Tender. A Tenderer shall submit the following in two envelopes clearly marked Envelope A and Envelope B on the outside:
  - (i) All documents relating to the **price information** (i.e. the original copy and two copies of Schedule A – Price Proposal) must be enclosed in a sealed envelope clearly marked “Envelope A” and “Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers in [- *state the Service Region to which the Tender relates* -]”. In marking the envelope, a Tenderer may choose to affix the Envelope A Label enclosed in this set of Tender Documents with the **Service Region** to which the Tender relates clearly indicated on the envelope; and
  - (ii) All documents relating to the **technical information**, including the original copy and two copies of the following documents, must be enclosed in a sealed envelope clearly marked “Envelope B” and “Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers in [- *state the Service Region to which the Tender relates* -]”. In marking the envelope, a Tenderer may choose to affix the Envelope B Label enclosed in this set of Tender Documents with the **Service Region** to which the Tender relates clearly indicated on the envelope:
    - (1) duly signed Offer to be Bound in Part 4 of the Tender Form;
    - (2) Schedule B – Information about the Tenderer and its Key Personnel;

- (3) Schedule C – Technical Proposal;
  - (4) Schedule D – Statement of Compliance;
  - (5) Schedule E – Non-collusive Tendering Certificate;
  - (6) Schedule F – Consent for Disclosure;
  - (7) Schedule G – Information Schedule;
  - (8) Schedule H – Contract Deposit Reply Slip;
  - (9) Softcopy of the Technical Proposal in the form of Schedule C in Microsoft Word format; and
  - (10) Other relevant documentary proof and information.
- (iii) The above two envelopes shall be inserted into one large sealed envelope clearly marked “Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers in [- *state the Service Region to which the Tender relates* -]”. In marking the envelope, a Tenderer may choose to affix the Large Envelope Label enclosed in this set of Tender Documents with the **Service Region** to which the Tender relates clearly indicated on the envelope.
- (b) The Tender enclosed in one large sealed envelope containing both Envelope A and Envelope B must be **deposited at** the place specified in the “Lodging of Tender” section of the Tender Form before the Tender Closing Date.

### 3.3 Validity Period

- (a) The Tender Validity Period shall be not less than two hundred and ten (210) days after the Tender Closing Date.
- (b) If a Tenderer offers in its Tender a Tender Validity Period that is shorter than two hundred and ten (210) days, the Government will clarify with the Tenderer concerned, in which case the Tenderer must confirm within five (5) working days or such other period as specified by the Government. **If a Tenderer rejects the prescribed Tender Validity Period, its Tender will not be considered further.**

## 4. Prices Tendered

- 4.1 Without prejudice to the generality of Paragraph 5.1 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019), the Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services including without limitation all out-of-pocket expenses, including all travelling expenses, air passages, local subsistence allowances for expatriates and others, postage, international telephone calls, facsimile, telex, e-mail expenses, office and hotel accommodation, secretarial support, computer facilities, production of reports and any other out-of-pocket expenses incurred in carrying out the Services. The Contract Price shall further be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in appointing or engaging any sub-contractors, advisers, external experts or others to perform any part of the Services under this Contract, or to advise or assist in relation thereto.



- 4.2 Any payment schemes proposed by Tenderers which are different from the scheme set out in Clause 4 of the Special Conditions of Contract will render the tender not to be considered further.

## **5. Basis of Acceptance**

- 5.1 The whole territory will be divided into three (3) Service Regions (Hong Kong Island, Kowloon and the New Territories) as detailed in Clause 4.1 of the Service Specifications and one Contract will be awarded for provision of Services in each Service Region. Tenderers shall note that their offer for each Service Region shall be considered on an overall basis. Offer for partial performance of the Services within a Service Region shall not be considered.
- 5.2 Unless the Government Representative decides in the public interest not to award the Contract, subject to other provisions of the Tender Documents, the Tenderer whose tender passes the completeness check, complies with the essential requirements, and has the highest combined score in a Service Region will normally be recommended for award of the Contract.
- 5.3 The same Tenderer will not be awarded the Contracts to provide the Services in more than **two (2)** Service Regions. If a Tenderer achieves the highest combined scores in more than two (2) Service Regions, the Government may, at its absolute discretion, award the Contracts on the basis of a contract combination which is the least costly to the Government, taking into account the offers from the Tenderer(s) achieving the second highest combined scores in the three (3) Service Regions. Under such circumstances, the Contract for one of the Service Regions will be awarded to the Tenderer achieving the second highest combined score.

## **6. Marking Scheme**

- 6.1 Tenders which are in full compliance with the requirements of completeness check stipulated in Paragraph 3.1(b) and **all** the essential requirements listed in Paragraph 2.3 shall be evaluated based on Paragraphs 4 to 6 (Stage 3 – Technical Assessment) of the Annex, which comprise the following criteria:
- (a) the Management, Operation and Promotion Plan proposed;
  - (b) the Accommodation, Facilities and Support Services Plan proposed;
  - (c) the Resources Plan proposed;
  - (d) the Quality Assurance Plan proposed;
  - (e) the Innovative Suggestions made;
  - (f) total number of Ethnic Minorities provided with employment services by the Tenderer in the three (3) years immediately preceding the Original Tender Closing Date;
  - (g) total number of placements secured for Ethnic Minority job seekers by the Tenderer in the three (3) years immediately preceding the Original Tender Closing Date; and
  - (h) Tenderer's track record in the provision of similar employment-related services engaged by LD in the past three (3) years immediately preceding the Original Tender Closing Date.

- 6.2 For the technical aspects, Tenderers are required to provide, among other information as required and including without limitation, in their tender proposals, detailed information regarding:
- (a) the Service Region tendered for;
  - (b) a Management, Operation and Promotion Plan covering detailed arrangements (including operating hours of the Service Centre(s)) of how the Employment Support Services for Participants of the Programme as stipulated in the Service Specifications will be carried out; a service plan to promote employment of Ethnic Minorities among employers and build up a network of employers, in particular within the Service Region to which the Tender relates; administrative and training support to be provided to the Case Manager(s) and Employer Liaison Officer(s) through the Tenderer's own resources; and strategies to reach out to target users and attract them to enrol in the Programme, and enhance publicity of the Programme;
  - (c) an Accommodation, Facilities and Support Services Plan covering specifications and facilities of the intended premises for operating the Service Centre(s) to provide Employment Support Services for Participants of the Programme located in the Service Region to which the Tender relates; and social services other than those required to be provided pursuant to the Service Specifications that may be provided to Participants or their family members on a pro-bono basis by the Tenderer, or the sub-contractor of the Tenderer or any associated company of the Tenderer;
  - (d) a Resources Plan covering the Tenderer's commitment on (i) the minimum number of aggregate years of experience in providing counselling services to Ethnic Minorities possessed by the full-time Case Managers who will be engaged in the provision of Employment Support Services under this Contract; (ii) the minimum number of aggregate years of experience in providing employment services for Ethnic Minorities and networking with employers possessed by the Employer Liaison Officer(s) who will be engaged in the provision of Employer Engagement Services under this Contract; and (iii) the number of major Ethnic Minority languages used by Ethnic Minority job seekers<sup>2</sup> the Tenderer's employee(s) who will provide support to the provision of the Services under this Contract is proficient in;
  - (e) a Quality Assurance Plan covering measures to improve the quality of Employment Support Services and Employer Engagement Services, e.g., methodology of measuring and evaluating Service output and outcome(s); mechanism to collect feedback from Participants and employers, and implement improvement measures; mechanism to monitor the performance of Case Manager(s) and Employer Liaison Officer(s) so as to ensure the quality of Employment Support Services and Employer Engagement Services rendered under the Programme; and procedures for handling adverse feedback and complaints received about the Employment Support Services and Employer Engagement Services rendered under the Programme;

---

<sup>2</sup> Major Ethnic Minority languages used by Ethnic Minority job seekers are Hindi, Urdu and Nepali.

- (f) Innovative Suggestions to improve the delivery of Services under the Programme, bringing benefits in terms of attaining better quality of the Services, boosting Participants' satisfaction with the Programme, attracting more target participants to join the Programme, promoting the employment of Ethnic Minorities in local labour market and any other benefits that can facilitate the operation of the Programme and the achievement of its objectives;
- (g) the total number of Ethnic Minorities provided with employment services by the Tenderer during the past three (3) years immediately preceding the Original Tender Closing Date;
- (h) the total number of placements secured for Ethnic Minority job seekers by the Tenderer, which commenced during the past three (3) years immediately preceding the Original Tender Closing Date; and
- (i) adverse record(s) pertaining to termination of any service contract(s) for the provision of similar employment-related services engaged by the Labour Department in the past three (3) years immediately preceding the Original Tender Closing Date.

Please refer to the Annex - "Tender Evaluation Procedures, Criteria and Marking Scheme" of the Tender Documents for details. Tenderers may be invited to attend meeting(s) to provide further information about their tender proposals to the Tender Assessment Panel.

- 6.3 The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.
- 6.4 A tender briefing will be conducted at 2:30 p.m. on 2 March 2020 (Monday) at Youth Employment Start (Kwai Fong), Units 907-912, 9/F, Metroplaza Tower II, 223 Hing Fong Road, Kwai Fong. Interested parties are required to complete and return the Reply Form at Appendix 1 by email or by fax before 6:00 p.m. on 27 February 2020.

## **7. Acceptance**

- 7.1 A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing ("Tender Acceptance") and send it by either post or facsimile transmission to the successful Tenderer's address or facsimile number (as the case may be) specified in Part B of Schedule B. A binding Contract between the Government and the successful Tenderer is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting; or
- (b) if the Tender Acceptance is transmitted by facsimile, at the time when a

transmission report is generated by the Government's facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

## **8. Contract Deposit**

- 8.1 Without prejudice to the generality of Paragraph 27 of the Terms of Tender under Ref No. BD-TERMS-2 (October 2019), an Estimated Contract Price that may be payable by the Government under this Contract during the Contract Period pursuant to the Tenderer's Tender will be determined based on the hourly rates of Service Fees as provided in the Price Proposal in the form of Schedule A by a Tenderer and the formula set out in Paragraphs 7 and 8 of the Annex.
- 8.2 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer shall state clearly in Schedule H the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded as having undertaken to pay the Contract Deposit to the Government in cash.

## **9. Tenderers' Enquiries**

- 9.1 Any enquiries from the Tenderers concerning this set of Tender Documents shall be submitted in writing and reach the address, email address or fax number below at least five working days prior to the Original Tender Closing Date:

Employment Services Division (Special Duties)  
Labour Department  
(Attn: Labour Officer(Employment Services)(Special Duties))  
Fax No. : 2396 8140  
Email Address : esd\_sd@labour.gov.hk  
Address : Room 930B, 9/F, Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Kowloon

- 9.2 The Government shall decide at its sole discretion whether or not to answer any enquiries or a part thereof. If answers are to be given, they will be placed on LD's Interactive Employment Service website at [www.jobs.gov.hk](http://www.jobs.gov.hk). The Government reserves the right to disclose in full or in part the contents of these enquiries and the answers given without the need to seek the prior agreement of the enquirers.

## **10. Intellectual Property Rights in respect of Tender**

- 10.1 The Government and its authorised users shall have the right to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) in respect of the Tender and all the related documents or materials submitted by the Tenderers, for purposes including but not limited to Tender evaluation, contract management, the disclosure made pursuant to Paragraph 30 of the Terms of Tender under Ref No. BD-TERMS-2 (October 2019) and all other purposes

incidental thereto.

## **11. Deletion**

11.1 For the purpose of this Tender, Paragraphs 3.2, 3.6(b), 4.4, 9.3, 9.4, 20.1, 26.1, 27.1, 27.4, the Appendix and Annex of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019) are deleted.

**Annex****Tender Evaluation Procedures, Criteria and Marking Scheme**

A two-envelope approach with a technical to price weighting of 60:40 will be adopted for the Tender evaluation whereby price assessment will be conducted only after technical assessment. All calculations of marks and scores will be rounded to the nearest two decimal places during Tender assessment (e.g. 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). Without prejudice to other rights and powers of the Government under the Tender Documents, Tenders received for the Provision of Employment Support and Employer Engagement Services for each Service Region will be evaluated in the following manner.

**Stage 1 – Completeness Check on the Tender Offers Submitted**

2. After the receipt of the original tenders from the tender opening team, the Tender Assessment Panel of the Labour Department will check whether the documents and the information required under the Terms of Tender (Supplement) have been submitted. **Failure to submit any of the following documents before the Tender Closing Date will render a Tender non-conforming and not being considered further:**

- (a) a duly signed Offer to be Bound in Part 4 of the Tender Form;
- (b) Schedule A – Price Proposal;
- (c) Schedule B – Information about the Tenderer and its Key Personnel with Part A completed; and
- (d) Schedule C – Technical Proposal with Part A completed.

**Stage 2 – Essential Requirements Screening**

3. A Tender which has passed Stage 1 will be checked to determine its compliance with essential requirements as set out in Paragraph 2.3 of the Terms of Tender (Supplement). Only Tenderers which have fulfilled **all** essential requirements will have their Tenders evaluated under Stage 3.

**Stage 3 – Technical Assessment**

4. The maximum total technical marks are 100 and are divided into 3 parts: (i) Part A on the assessment of the execution plan is allocated a maximum mark of 80; (ii) Part B on the assessment of the experience of the Tenderer is allocated a maximum mark of 15; and (iii) Part C on the assessment of the track record of the Tenderer is allocated a maximum mark of 5.

5. **To qualify for a pass, a Tender must score at least a total of 16 marks for Assessment Criteria 1 to 4 in Part A**, which is 25% of the maximum mark of Part A (excluding the marks reserved for innovative suggestions). Tenders that do not attain the passing mark of 16 for Criteria 1 to 4 in Part A will be disqualified and will not be considered further.

Tender Ref.: LD PT 01/2019

5. The submission of the Technical Proposal in the form of Schedule C, excluding the related annexes, layout plans and documentary proof, **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25mm and character font size not less than 12). Those pages that exceed the specified limit shall not be considered in the Tender assessment.

No.	Assessment Criteria	Maximum Marks (M)	Passing Mark
<b>Part A Execution Plan</b>			
1.	Management, Operation and Promotion Plan (See Notes 1 and 5)	24	<b>16*</b>
2.	Accommodation, Facilities and Support Services Plan (See Notes 2 and 5)	16	
3.	Resources Plan (See Note 3)		
	(a) Tenderer's commitment on the minimum number of aggregate years of full-time experience of the Case Manager(s) in the capacity as Registered Social Worker in providing counselling services for Ethnic Minorities;	4	
	(b) Tenderer's commitment on the minimum number of aggregate years of experience of the Employer Liaison Officer(s) in providing employment services for Ethnic Minorities and networking with employers; and	4	
	(c) Tenderer's commitment on the number of major Ethnic Minority languages used by Ethnic Minority job seekers <sup>3</sup> which Tenderer's employee(s) will be proficient in	6	
4.	Quality Assurance Plan (See Notes 4 and 5)	10	
5.	Innovative Suggestions (See Note 6)	16	
<b>Sub-total for Part A (Passing mark for Assessment Criteria 1 to 4)</b>		<b>80 (16)</b>	

<sup>3</sup> Major Ethnic Minority languages used by Ethnic Minority job seekers are Hindi, Urdu and Nepali.

<b>Part B Experience of Tenderer</b>			
6.	(a) Total number of Ethnic Minorities provided with employment services; and	9	
	(b) Total number of placements achieved for Ethnic Minority job seekers (See Note 7)	6	
<b>Sub-total for Part B</b>		<b>15</b>	
<b>Part C Track Record of Tenderer</b>			
7.	Past adverse record(s) pertaining to termination of any service contract(s) for provision of similar employment-related services engaged by the Labour Department (See Note 8)	5	
<b>Sub-total for Part C</b>		<b>5</b>	
<b>TOTAL TECHNICAL MARK</b>		<b>100</b>	

\* Excluding the marks for innovative suggestions.

### **Explanatory Notes for Stage 3 – Technical Assessment**

6. A maximum weighted technical score of 60 will be allocated to the Tenderer with the highest total technical mark while the weighted technical score for other Tenderers will be calculated by the following formula:

$$\text{Weighted Technical Score} = 60 \times \frac{\text{Total technical mark of the Tender being assessed}}{\text{The highest total technical mark amongst all Tenders which has obtained a passing mark in Part A}}$$

### **Note 1: for Assessment Criterion 1 – Management, Operation and Promotion Plan**

The Management, Operation and Promotion Plan shall cover the following items:

- (a) detailed arrangements (including operating hours of the Service Centre(s)) of how the Employment Support Services for Participants of the Programme as stipulated in the Service Specifications will be carried out. The detailed arrangements should include all the five aspects of Services comprising:
- (i) initial screening and needs assessment;
  - (ii) pre-employment counselling;
  - (iii) employment assistance and job matching;
  - (iv) post-placement support; and
  - (v) case review.



- (b) service plan to promote employment of Ethnic Minorities among employers and build up a network of employers, in particular within the Service Region to which the Tender relates as more particularly stipulated in Clause 10 of the Service Specifications, including a list of services or activities to be undertaken by the Employer Liaison Officer(s), with estimated breakdown of time spent on these services or activities per month;
- (c) administrative and training support to be provided to the Case Manager(s) and Employer Liaison Officer(s) through the Tenderer's own resources; and
- (d) strategies to (i) reach out to target users and attract them to enrol in the Programme, and (ii) enhance publicity of the Programme in general and among the Ethnic Minority communities in particular.

Marks will be given in accordance with the marking guidelines provided in Note 5 below.

**Note 2: for Assessment Criterion 2 – Accommodation, Facilities and Support Services Plan**

The Accommodation, Facilities and Support Services Plan shall cover the following items:

- (a) Specifications and facilities of the intended premises for operating the Service Centre(s) to provide Employment Support Services for Participants of the Programme located in the Service Region to which the Tender relates, which shall be made available for rendering the said Services within three (3) months from the date of Tender Acceptance; and
- (b) Social services other than those required to be provided pursuant to the Service Specifications that may be provided to Participants or their family members on a pro-bono basis by the Tenderer, or the sub-contractor of the Tenderer or any associated company of the Tenderer. "Social Services" means family and child welfare services, clinical psychological services, medical social services, rehabilitation services, services for offenders and/ or community development services. If such social services are proposed to be provided by the sub-contractor of the Tenderer or any associated company of the Tenderer, an undertaking to provide the pro-bono services signed before the Original Tender Closing Date by the sub-contractor of the Tenderer or any associated company of the Tenderer must be submitted. The term "associated company" in relation to the Tenderer, means (i) a subsidiary of the Tenderer; (ii) a holding company of the Tenderer; or (iii) a subsidiary of such holding company. The existence of a holding-subsidary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

Marks will be given in accordance with the marking guidelines provided in Note 5 below.

**Note 3: For Assessment Criterion 3 - Resources Plan**

- (a) Assessment will be based on Tenderer's commitment in Schedule C in respect of the minimum number of aggregate years of experience in providing counselling services to Ethnic Minorities possessed by the full-time Case Manager(s) who will be engaged in the provision of Employment Support Services under this Contract. The number shall be maintained at all times throughout the Contract Period. "Experience in providing counselling services to Ethnic Minorities" means full-time work experience in the capacity as Registered Social Worker providing any field of counselling services to Ethnic Minorities.

For Assessment Criterion 3(a), marks will be given in accordance with the following rule:

<u>Mark</u>	<u>Minimum Number of Aggregate Years of Experience in Providing Counselling Services to Ethnic Minorities</u>
4	$\geq 5$
3	$\geq 3 \ \& \ < 5$
2	$\geq 2 \ \& \ < 3$
1	$\geq 1 \ \& \ < 2$
0	$< 1$

- (b) Assessment will be based on Tenderer's commitment in Schedule C in respect of the minimum number of aggregate years of experience in providing employment services for Ethnic Minorities and networking with employers possessed by the Employer Liaison Officer(s) who will be engaged in the provision of Employer Engagement Services under this Contract. The number shall be maintained at all times throughout the Contract Period.

For Assessment Criterion 3(b), marks will be given in accordance with the following rule:

<u>Mark</u>	<u>Minimum Number of Aggregate Years of Experience in Providing Employment Services to Ethnic Minorities and Employer Networking</u>
4	$\geq 5$
3	$\geq 3 \ \& \ < 5$
2	$\geq 2 \ \& \ < 3$
1	$\geq 1 \ \& \ < 2$
0	$< 1$

- (c) Assessment will be based on Tenderer's commitment in Schedule C in respect of the number of major Ethnic Minority languages used by Ethnic Minority job seekers (i.e. Hindi, Urdu and Nepali) which Tenderer's employee(s) will be proficient in. The relevant employee(s) will provide support to the provision of Services under this Contract. The number of major Ethnic Minority languages shall be maintained at all times throughout the Contract Period.

For Assessment Criterion 3(c), marks will be given in accordance with the following rule:

<u>Mark</u>	<u>Number of Major Ethnic Minority Languages which Tenderer's Employee(s) will be Proficient in</u>
6	3
4	2
2	1
0	0

**Note 4: for Assessment Criterion 4 - Quality Assurance Plan**

The Quality Assurance Plan should cover the following items:

- (a) measures to improve the quality of Employment Support Services and Employer Engagement Services, e.g., methodology of measuring and evaluating Service output and outcome(s);
- (b) mechanism to collect feedback from Participants and employers, and implement improvement measures;
- (c) mechanism to monitor the performance of Case Manager(s) and Employer Liaison Officer(s) so as to ensure the quality of Employment Support Services and Employer Engagement Services rendered under the Programme; and
- (d) procedures for handling adverse feedback and complaints received about the Employment Support Services and Employer Engagement Services rendered under the Programme.

Marks will be given in accordance with the marking guidelines provided in Note 5 below.

**Note 5: for Assessment Criteria 1, 2 and 4**

In assessing the proposed plans, marks in respect of Assessment Criteria 1, 2 and 4 (excluding those reserved for innovative suggestions) will be given in accordance with the following five-grade approach:

<u>Grade</u>	<u>Percentage of Maximum Marks</u>
Very Good	100%
Good	75%
Satisfactory	50%
Fair	25%
Poor	0%

For Assessment **Criteria 1 and 4**, the guidelines for assessment of grade are as follows:

A **“Very Good”** grade will be given if the proposed plan:

- (i) is highly effective and practicable; and
- (ii) provides clear, logical and detailed information on all listed items.

A **“Good”** grade will be given if the proposed plan:

- (i) is effective and practicable; and
- (ii) provides clear, logical and detailed information on more than one listed items and relevant information on the remaining items.

A **“Satisfactory”** grade will be given if the proposed plan:

- (i) is generally effective and practicable; and
- (ii) provides clear, logical and detailed information on one listed item and relevant information on the remaining items.

A **“Fair”** grade will be given if the proposed plan:

- (i) is generally practicable; and
- (ii) provides relevant information on all listed items.

A **“Poor”** grade will be given if the proposed plan:

- (i) is impracticable; or
- (ii) fails to provide relevant information on any one of the items.

For Assessment **Criterion 2**, the guidelines for assessment of grade are as follows:

A **“Very Good”** grade will be given if the proposed plan:

- (i) is highly effective and practicable; and
- (ii) provides clear, logical and detailed information on all listed items.

A **“Good”** grade will be given if the proposed plan:

- (i) is effective and practicable; and
- (ii) provides clear, logical and detailed information on item (a) and relevant information on item (b).

A **“Satisfactory”** grade will be given if the proposed plan:

- (i) is generally effective and practicable; and
- (ii) provides clear, logical and detailed information on item (b) and relevant information on item (a).

A **“Fair”** grade will be given if the proposed plan:

- (i) is generally practicable; and
- (ii) provides relevant information on all listed items.

A **“Poor”** grade will be given if the proposed plan:

- (i) is impracticable; or
- (ii) fails to provide relevant information on any one of the items.

**Note 6: for Assessment Criterion 5 - Innovative Suggestions**

Assessment will be based on the number of innovative suggestions which are considered effective and practicable in improving the delivery of Services under the Programme. The benefits that the innovative suggestions shall bring about are not pre-defined for Tender assessment. Tenderers are encouraged to make innovative suggestions to be carried out by the Tenderer through its own resources, which may not necessarily be technology-related, bringing benefits in terms of any of the following:

- (a) attaining better quality of (i) Employment Support Services and/ or (ii) Employer Engagement Services;
- (b) boosting Participants'/ employers' satisfaction with the Programme;
- (c) attracting more target participants to join the Programme and increasing its utilisation;
- (d) promoting the employment of Ethnic Minorities in local labour market; and
- (e) any other benefits that can facilitate the operation of the Programme and the achievement of its objectives.

Innovative suggestions will be assessed in comparison with the conventional mode of service delivery adopted by the Government.

For innovative suggestions meeting the above requirements, marks will be given in accordance with the following rule:

<u>Percentage of Maximum Mark</u>	<u>Marking Standard</u>
100%	The proposed plan contains four or more effective and practical innovative suggestions.
75%	The proposed plan contains three effective and practical innovative suggestions.
50%	The proposed plan contains two effective and practical innovative suggestions.
25%	The proposed plan contains one effective and practical innovative suggestion.
0%	The proposed plan does not contain any effective and practical innovative suggestion.

**Tenderers should highlight the innovative suggestions and explain clearly the benefits or positive values that their suggestions can bring about in Schedule C to facilitate Tender evaluation.** They may also be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All innovative suggestions will be assessed on the basis of the information provided in Schedule C and the supporting documents (e.g., test reports/certificates) provided by the Tenderers upon request of the Government. The demonstration will not be taken into account when marking the proposal. It only serves as a means to enable members of the Tender Assessment Panel to have a better understanding of the innovative suggestions made by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in their original Tender submissions.

All practicable innovative suggestions contained in the Technical Proposal submitted by the

successful Tenderer and accepted by the Government shall form part of the Contract.

**Note 7: for Assessment Criterion 6**

- (a) Assessment will be based on the total number of Ethnic Minorities provided with employment services by the Tenderer during the past three (3) years immediately preceding the Original Tender Closing Date. There shall be no double counting of the number of Ethnic Minorities served and each of them should be counted once only.

For Assessment Criterion 6(a), marks will be given in accordance with the following rule:

<u>Percentage of Maximum Mark</u>	<u>Total Number of Ethnic Minorities Served</u>
100%	> 150
75%	> 120 & $\leq$ 150
50%	> 90 & $\leq$ 120
25%	> 60 & $\leq$ 90
0%	$\leq$ 60

- (b) Assessment will be based on the total number of placements secured for Ethnic Minority job seekers by the Tenderer, which commenced during the past three (3) years immediately preceding the Original Tender Closing Date.

For Assessment Criterion 6(b), marks will be given in accordance with the following rule:

<u>Percentage of Maximum Mark</u>	<u>Total Number of Placements</u>
100%	> 50
75%	> 40 and $\leq$ 50
50%	> 30 and $\leq$ 40
25%	> 20 and $\leq$ 30
0%	$\leq$ 20

**Note 8: for Assessment Criterion 7**

Assessment will be based on the availability of adverse record(s) pertaining to termination of any service contract(s) for the provision of similar employment-related services engaged by the Labour Department in the past three (3) years immediately preceding the Original Tender Closing Date. Contracts for “similar employment-related services” include “Contract for the Provision of Case Management and Employment Support Services for Trainees of the Youth Employment and Training Programme”, “Contract for the Provision of Management Services for Youth Employment Start”, “Contract for the Provision of Case Management and Employment Support Services for the Employment in One-stop” and “Contract for the Provision of Counselling Service for Persons with Disabilities”.

Marks will be given in accordance with the following rule:

Tender Ref.: LD PT 01/2019

<u>Mark</u>	<u>Adverse record(s) pertaining to termination of service contract(s)</u>
5	No
0	Yes

Tenderers who have not been engaged by the Labour Department to provide similar employment-related services in the past three (3) years will be awarded the average of the marks scored by all other Tenderers who have met all the essential requirements and have been engaged by the Labour Department during the relevant period.

#### **Stage 4 – Price Assessment**

7. A Tender with **incomplete price information in the Price Proposal (Schedule A) will not be considered further**. The price assessment is based on the Estimated Contract Price which shall be calculated by the following formula using the estimated number of Registrations for Services in the Service Region to which the Tender relates as set out in Clause 6.1 of the Service Specifications, the maximum number of hours of Employer Engagement Services per week to be remunerated under the Contract (i.e. Forty-four (44)) and the hourly rates of Service Fees as provided in the Price Proposal in the form of Schedule A.

$P1 + P2 + P3$
----------------

The Estimated Contract Price so derived will also be adopted for the purpose of determining the amount of Contract Deposit payable in accordance with Paragraphs 27.2 and 27.3 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019).

8. P1 to P3 in the above formula is calculated in the following manner:

	Service Fees for the provision of Employment Support and Employer Engagement Services for the First Contract Year		
P1 =	<b>Hourly Rate of Service Fee for the provision of Employment Support Services</b> to each Applicant/ Participant during the First Contract Year x <b>10 hours</b> of Services x Estimated number of Registrations for Services per year in the Service Region tendered for	+	<b>Hourly Rate of Service Fee for the provision of Employer Engagement Services</b> during the First Contract Year x <b>44 hours</b> of Services per week x <b>52 weeks</b>

	Service Fees for the provision of the Employment Support and Employer Engagement Services for the Second Contract Year		
P2 =	<b>Hourly Rate of Service Fee for the provision of Employment Support Services</b> to each Applicant/ Participant during the Second Contract Year x <b>10 hours</b> of Services x Estimated number of Registrations for Services per year in the	+	<b>Hourly Rate of Service Fee for the provision of Employer Engagement Services</b> during the Second Contract Year x <b>44 hours</b> of Services per week x <b>52 weeks</b>

Tender Ref.: LD PT 01/2019

	Service Region tendered for		
--	-----------------------------	--	--

	Service Fees for the provision of Employment Support and Employer Engagement Services for the Third Contract Year		
P3 =	<b>Hourly Rate of Service Fee for the provision of Employment Support Services</b> to each Applicant/ Participant during the Third Contract Year <b>x 10 hours</b> of Services <b>x</b> Estimated number of Registrations for Services per year in the Service Region tendered for	+	<b>Hourly Rate of Service Fee for the provision of Employer Engagement Services</b> during the Third Contract Year <b>x 44 hours</b> of Services per week <b>x 52 weeks</b>

9. The number of hours of Services and the number of Registrations for Services quoted in the above formulae are estimates used for the price assessment only and are not figures to which the Government binds itself to adhere to.

10. A maximum weighted price score of 40 will be awarded to the Tenderer which tenders the lowest Estimated Contract Price of the Contract of the Service Region to which the Tender relates while the weighted price score for other Tenderers will be determined by the following formula:

$$\text{Weighted Price Score} = 40 \times \frac{\text{The lowest Estimated Contract Price of the Contract amongst all Tenders which have passed Stage 3 assessment}}{\text{Estimated Contract Price of the Contract of the Tender being assessed}}$$

### **Stage 5 – Calculation of Combined Score**

11. The combined score of the conforming Tenders will be determined by the following formula:

$$\text{Combined Score} = \text{Weighted Technical Score} + \text{Weighted Price Score}$$



## **Special Conditions of Contract**

### **1. Contract Period**

- 1.1 The Contract shall be for a period of thirty-six (36) months commencing from the Commencement Date to be determined by the Labour Department (LD). At any time during the said period, the Government may, pursuant to Clause 7.4 of the Service Specifications, refer Applicants to the Contractors for the provision of Employment Support Services (“**Referral Period**”). The Contract shall subsist until the completion of the Employment Support Services to all Participants referred to the Contractor during the Referral Period. The Contract Period shall mean the period from the Commencement Date until the completion of all such Services in accordance with the terms and conditions of the Contract and include the extension as permitted in Clause 1.2 below or any other provisions under this Contract.
- 1.2 The Government Representative may by serving on the Contractor at any time during the said Referral Period an advance written notice of not less than thirty (30) days to extend such Referral Period for a period of not more than twelve (12) months on the same terms and conditions contained herein except this Clause 1.2 and the Contractor shall provide the Services accordingly.

### **2. Number of Participants to be Referred**

- 2.1 The Contractor acknowledges that the estimated numbers of Registrations for Services stipulated in Clause 6 of the Service Specifications are figures given for the Contractor’s reference only and are not figures to which the Government binds itself to adhere to. The actual number of Applicants referred to the Contractor will be subject to the actual enrolment situation.
- 2.2 The Contractor shall, through its own resources and network, recruit Ethnic Minorities in need to join the Programme. The Government has no obligation, legal or otherwise, to provide any specific number of referrals to the Contractor upon the award of the Contract.
- 2.3 For the avoidance of doubt, the Contractor must perform the Services as provided in the Service Specifications for **all** Applicants/ Participants referred or transferred to it by the Government pursuant to and subject to Clauses 7 and 9 of the Service Specifications.

### **3. Contractor’s Obligations**

- 3.1 Without prejudice to the generality of Clauses 2 and 3 of General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019), the Contractor shall:

- (a) comply with all manuals, guidelines and instructions in relation to the Services issued by the Government Representative from time to time;
- (b) maintain proper records, including without limitation case files, records of counselling, interviews, assessments and any other Services provided by the Contractor for each and every Participant assigned to the Contractor and such records shall be made available for inspection by the Government Representative at all times;
- (c) provide statistics and reports on the Services in such formats and at such intervals as may be required by the Government Representative; and
- (d) attend all meetings convened by the Government Representative, advise and assist the Government on all matters, and provide such information relating to the provision of the Services as the Government Representative may require.

#### **4. Payment of Contract Price**

4.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with all terms and conditions of the Contract and subject always to all and any set-off, deductions or withholding, the Government shall pay the Contractor the Service Fees at the rates as specified in Contract Schedule A in the following manner:

(a) Employment Support Services

The hourly fee of Employment Support Services shall be inclusive of all fees, costs, charges and expenses incurred by the Contractor in the performance of Clauses 7 to 9 of the Service Specifications and those specified in Schedule C which form part of the Contract.

- (i) For Services rendered to a Participant which commence upon his/ her six-month registration or re-registration, the Service Fee will become payable upon the expiry of the six-month Service Period or the termination of such Services under this Contract and will be determined by multiplying the Hourly Rate as specified in Schedule A by the actual number of hours of Employment Support Services provided to the Participant. For the avoidance of doubt, actual hour of Services does not include the time the Case Manager has expended in travelling, preparing for the counselling sessions, carrying out related administrative tasks or writing up reports as required under Clauses 7 to 9 of the Service Specifications. However, case-related guidance offered by the Case Manager to an employer who has engaged a Participant of the Programme in the course of the Case Manager's provision of post-placement support to the Participant as specified in Clause 7.11 of the Service Specifications shall be counted as hours of Services payable under this sub-clause.
- (ii) Where a Participant ceases to receive Services from the Contractor in the Service Region to which this Contract relates for reason of the Participant

being transferred to another Contractor and/or to another Service Region with due notification to LD, or otherwise no longer being enrolled for the Employment Support Services under the Programme, the Service Fee for the Services rendered to the Participant up to the date of such transfer or termination of the Services will be determined in accordance with sub-clause (a)(i) above.

- (iii) Where a Participant who is receiving Employment Support Services under the Programme from another Contractor is referred by LD to the Contractor of this Contract to continue receiving the Services under the Programme, and the Contractor provides the remaining Services under the Programme to the Participant in accordance with this Contract, the Service Fee payable for such remaining Services from the date of transfer will be determined in accordance with sub-clause (a)(i). For the avoidance of doubt, the aggregate number of hours of Employment Support Services per Participant to be provided by different Contractors or in different Service Regions is subject to the same maximum as stipulated in sub-clause (a)(iv) below.
- (iv) Subject to sub-clause (a)(v) below, within the six-month Service Period (or in case of re-registration, within each subsequent six-month Service Period), the Contractor may provide customised Employment Support Services to the same Participant up to **a maximum of ten (10) hours**. Out of these ten (10) hours, the Contractor may provide not more than two (2) hours of group counselling services to the Participant. The Contractor may flexibly adjust the intensity and scope of its Services to cater for the individual needs of the Participants. Notwithstanding the foregoing and the number of re-registrations of a Participant, subject to sub-clause (a)(v) below, the same Participant shall not receive more than a maximum of 20 hours of customised Employment Support Services in each Contract Year.
- (v) Subject to prior written approval from LD which may be granted at its sole discretion, the Contractor may provide additional hours of Employment Support Services to a Participant who has already received ten (10) hours of Services within the Service Period (or in case of re-registration, within each subsequent Service Period) or twenty (20) hours of Services within each Contract Year, in accordance with the terms and conditions of the Contract. However, the number of hours of Employment Support Services provided to all Participants in aggregate under the Contract shall not exceed the cap calculated in accordance with the following formula:

Estimated number of Registrations for Services per year in the Service Region to which the Contract relates (as set out in Clause 6.1 of the Service Specifications)	x	3 Contract Years	x	10 hours
--	---	------------------	---	----------

(b) Employer Engagement Services

The hourly fee of Employer Engagement Services shall be inclusive of all fees, costs, charges and expenses incurred by the Contractor in the performance of

Clause 10 of the Service Specifications and those specified in Schedule C which form part of the Contract.

The amount payable to the Contractor for the provision of Employer Engagement Services will be determined by multiplying the Hourly Rate of Employer Engagement Services Fee as specified in Schedule A by the actual number of hours of Services rendered by the Employer Liaison Officer(s) in accordance with Clause 10 of the Service Specifications, subject to a cap of an average of forty-four (44) man-hours per week during the three-month payment period. The Employer Engagement Services Fee will be paid on a quarterly basis and become payable on the last day of each quarter of the three Contract Years.

- 4.2 Apart from the above Service Fees, the Contractor will be awarded an Incentive Pay for placing a Participant. A maximum sum equivalent to eight (8) times the hourly Service Fee for providing Employment Support Services to a Participant as specified in Schedule A will be payable to the Contractor if the following conditions are fulfilled:
- (a) where the Contractor has successfully placed a Participant in a job with working hours not less than 18 hours per week, a sum equivalent to two (2) times the hourly Service Fee for providing Employment Support Services per Participant will be payable to the Contractor; and
  - (b) where a Participant has stayed in the job referred to in sub-clause (a) above for **three (3) months**; in addition to the fee payable under sub-clause (a), a sum equivalent to six (6) times the hourly Service Fee for providing Employment Support Services per Participant will be payable to the Contractor.

Provided that the Incentive Pay will be paid only in respect of a maximum of three (3) placements involving the same Participant under this Contract, notwithstanding that the Participant may have been placed four times or more; and

Provided Further That the Contractor will be entitled to the Incentive Pay for a maximum of three (3) placements involving the same Participant notwithstanding that, where the Contractor is serving two Service Regions, the Participant is transferred from one Service Region to another and has been placed four times or more.

- 4.3 The Incentive Pay in Clause 4.2 will still be payable if a Participant ceases to receive Services from the Contractor in the Service Region to which this Contract relates for reason of the Participant being transferred to another Contractor and/or to another Service Region with due notification to LD, or otherwise no longer being enrolled for the Employment Support Services of the Programme, as long as the condition is met before the Participant ceases to receive Services or is transferred out.
- 4.4 The Contractor is required to submit its claim for Service Fees and Incentive Pay in the form as prescribed by the Government Representative in the following manner:
- (a) for Employment Support Service Fee and Incentive Pay payable under Clauses 4.1(a) and 4.2 above respectively, the Contractor shall submit the form as prescribed by the Government Representative within two (2) months from the

expiry of the Participant's six-month Service Period or the termination of his/ her Services to which this Contract relates; and

- (b) for Employer Engagement Service Fee payable under Clause 4.1(b) above, the Contractor shall submit the form within one (1) month from the expiry dates of the billing periods as stipulated in Clause 4.1(b).

The Government has absolute discretion not to process any claim for Service Fee or Incentive Pay not submitted in the above manner.

- 4.5 In the course of processing the claims for Service Fees and Incentive Pay as specified in Clauses 4.1 and 4.2 respectively, the Government Representative may request the Contractor to provide any documentary proof or information that the Government Representative deems necessary. The Contractor must provide the documentary proof or information so requested to the satisfaction of the Government Representative. The Service Fees and Incentive Pay shall be paid within thirty (30) days after the Government Representative is satisfied that all necessary documents and information have been received. The Government shall not be held responsible for any delay in payment if invoice and correspondences are not properly addressed or necessary documents or information is not provided in a timely manner.

## **5. Prevention of Bribery**

- 5.1 If the Contractor or any employee of the Contractor is found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, LD may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- 5.2 The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of such termination of the Contract.

## **6. Personal Data (Privacy) Ordinance**

- 6.1 Without prejudice to the generality of Clause 17 of General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019), the Contractor shall comply with the provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) in collecting, processing and storing the personal data of the Applicants/ Participants in relation to this Contract.
- 6.2 Without prejudice to any of the foregoing in Clause 6.1, the Contractor shall ensure that the persons from whom personal data are or are to be collected are informed, amongst other things, on or before collecting the personal data the purpose (in general or specific terms) for which the personal data are to be used and the classes of persons (including the Government) to whom the personal data may be transferred.

**7. Termination of Contract**

- 7.1 Without prejudice to the generality of Clause 14 of the General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019) and any other rights and remedies which the Government has or may have under this Contract or otherwise, the Government shall be entitled to terminate the Contract forthwith by giving a written notice to the Contractor if the Contractor is found to be in breach of any provision of the Employment Ordinance (Chapter 57 of the Laws of Hong Kong), Immigration Ordinance (Chapter 115 of the Laws of Hong Kong), Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong), Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong), Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong) or any other relevant legislation, including subsidiary legislation arising from the performance or attempted performance of this Contract.
- 7.2 On early termination of this Contract, the Government may assign the balance of any uncompleted Services to another Contractor or Contractors.

**8. Insurance**

- 8.1 With prejudice to the generality of Clause 19 of the General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019), the Contractor shall effect and keep in force throughout the continuance of this Contract at its cost a public liability insurance policy exclusively for this Contract in the joint names of the Government and the Contractor (with appropriate cross-indemnity clause as if a separate policy has been issued to each of them) subject to a limit of indemnity in an amount approved by the Government for any one event but otherwise unlimited with a reputable insurance company authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong) and on such terms and conditions as shall be approved by the Government Representative against liability to pay damages and compensation for injury to or death of any person (which should be extended to include all and any voluntary workers participating in any event or activity organised by the Contractor either on its own or jointly with any other person) and for loss of or damage to any property whatsoever where such injury, death, loss or damage as the case may be/shall be caused or arise out of any act, omission or default or negligence of the Contractor and the Government and their respective employees, agents and sub-contractors (notwithstanding any such act or omission was an act or omission which the Contractor may be authorised or obliged to do under this Contract). The policy of insurance shall provide that the insurer will waive all claims of sub-rogation which it may otherwise have against the Government as a co-insured.
- 8.2 Under no circumstances whatsoever shall the Government or the Applicants/ Participants or employers served under the Programme be responsible for the premium payable under the insurance policies referred to in Clause 8.1 above or any other insurance policies which the Contractor shall be required to effect. If the said policy of insurance provides that the payment of certain amount of compensation shall be borne by the insured parties, the Contractor shall be solely responsible for such

- payment and shall reimburse the Government forthwith if the Government shall be required to make such payment.
- 8.3 The Contractor shall submit two (2) copies of the said policy of insurance together with the receipt for payment of the premium to the Government Representative within fourteen (14) days before the Commencement Date of the Services to which this Contract relates and subsequently after the above policies are effected or renewed.
- 8.4 The Contractor is responsible for lodging all claims with the insurance company and shall deal with the said company upon receipt from the Government or otherwise of a report on any injury, death, loss or damage.
- 8.5 If the Contractor fails to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of this Contract then and in any such cases the Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Government as aforesaid from any monies due or which may become due to the Contractor recover the same as a debt due from the Contractor.
- 8.6 As soon as practicable after receipt of the Government's Tender Acceptance under Paragraph 7.1 of Terms of Tender (Supplement), the Contractor shall forward a photocopy of the employees' compensation insurance policy taken out by the Contractor in compliance with the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) at its own costs and the premium receipt to LD. The Contractor also agrees to give a written undertaking to indemnify and keep indemnified the Government against all claims arising out of any accident that may occur to its employees during the execution of this Contract.
- 8.7 In the event of any of the Applicants/ Participants, employers or their employees or Contractor's employees or agents or sub-contractors suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Contractor shall within seven (7) clear working days give notice in writing of such injury or death to the Government Representative.

## **9. Failure to Deliver Accepted Innovative Suggestions**

- 9.1 The Contractor warrants that it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Contractor fails to deliver any of the Accepted Innovative Suggestions, the Contractor shall, subject to Clause 9.2, pay to the Government a sum of money calculated according to the following formula as liquidated damages for EACH of such Accepted Innovative Suggestions which it fails to deliver:

$$C \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where C = the Contract Price

W(T) = the weighting, expressed as a percentage, of the technical assessment in the overall marking scheme

M(IS) = the marks that would be given to one (1) Innovative Suggestion in accordance with the marking scheme (regardless of whether marks are actually given to the relevant Accepted Innovative Suggestion that the Contractor fails to deliver)

M(TP) = the maximum technical marks for the Technical Proposal in the marking scheme

P = length of time expressed in number of days during which the Contractor fails to comply with the relevant Accepted Innovative Suggestion

CP = Contract Period expressed in number of days

The amount calculated in accordance with the above formula represents a reasonable sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

- 9.2 For any given point of time within the Contract Period, the number of Accepted Innovative Suggestions which the Contractor fails to deliver and upon which liquidated damages are payable under Clause 9.1 shall not exceed the maximum number of Innovative Suggestions to which marks could be awarded to a Tenderer in the Tender evaluation process.

## **10. Service of Notices**

- 10.1 Each notice, demand, correspondence or other communication given or made under the Contract shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out below (or such other postal address or facsimile number or email address as the addressee has by not less than five (5) working days' prior written notice specified to the other party):

To the Contractor: at the address, facsimile number or email address as specified in Part B of Schedule B

To the Government: Employment Services Division (Special Duties)  
Labour Department  
Room 930B, 9/F,  
Cheung Sha Wan Government Offices,  
303 Cheung Sha Wan Road, Kowloon



Attention: Labour Officer (Employment Services)(Special Duties)

Facsimile number: 2396 8140

Email address: esd\_sd@labour.gov.hk

10.2 Such notices, demands, correspondences or other communications shall be addressed as provided in Clause 10.1 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 working day, upon delivery at the address of the relevant party;
- (b) if sent by post, two (2) working days (for any place in Hong Kong) and five (5) working days (for any place outside Hong Kong) after the date of posting;
- (c) if sent by facsimile during normal business hours on a working 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; and
- (d) if send by email, when actually received in a form readable by an individual.

## **11. Deletion**

For the purpose of this Tender, Clauses 5, 10.1, 10.2, 10.4, 10.5 and 28 of the General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019) are deleted.

## **Service Specifications**

### **1. Purpose**

- 1.1 The Labour Department (LD) invites, on the basis of the Service Specifications set out below, non-governmental organisations (NGOs) to submit proposals to provide Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers for the Contract Period (see Clause 1.1 of the Special Conditions of Contract) in the three (3) Service Regions as stated in Clause 4 below. There will be one (1) NGO to operate the Services in each Service Region. The aim of the Pilot Programme is to enhance the employability and employment opportunities of the Ethnic Minority Participants, and to support their career development and stable employment.

### **2. Background**

- 2.1 The Government places great emphasis on creating an equal and caring society for all Hong Kong residents. To address the increasingly diverse needs of the Ethnic Minority communities, the Government has set up the Steering Committee on Ethnic Minorities Affairs (Steering Committee) under the chairmanship of the Chief Secretary for Administration, in 2018, to co-ordinate, review and monitor work for strengthening support for Ethnic Minorities. On the employment front, as announced in the 2018 Policy Address, LD will launch a pilot programme in conjunction with NGOs to provide employment services for Ethnic Minority job seekers through a case management approach so as to utilise NGOs' community network, expertise in case management and experiences in serving Ethnic Minorities.

### **3. Service Targets**

- 3.1 The Employment Support Services will be offered exclusively for members of Ethnic Minorities who are legally employable in Hong Kong, excluding foreign domestic helpers and workers admitted under other importation of labour schemes. Apart from this condition, no restriction in respect of the Applicants' backgrounds (such as age, educational attainment, employment status) is imposed. It is expected that major service users shall be South Asian job seekers, who have accounted for over 70% of the Ethnic Minorities registering for employment services of LD in 2019.
- 3.2 The Employer Engagement Services aim to promote awareness of multi-cultures, employability of the Ethnic Minorities and the development of inclusive workplaces among employers in Hong Kong.
- 3.3 Notwithstanding anything herein to the contrary, the Government retains the discretion in excluding an Applicant/ Participant or an employer from receiving the Employment Support Services or Employer Engagement Services (as the case may be) under the Contract.

#### 4. Service Regions

- 4.1 To facilitate Ethnic Minority Participants residing in different districts to obtain the Employment Support Services from the Contractors, the whole territory will be divided into three (3) Service Regions as detailed below:

Service Region	Districts Served
Hong Kong Island	Central and Western District, Eastern District, Southern District, Wan Chai District, and Islands District
Kowloon	Kwun Tong District, Sham Shui Po District, Kowloon City District, Yau Tsim Mong District, Wong Tai Sin District and Sai Kung District
New Territories	Tuen Mun District, Yuen Long District, Sha Tin District, Tsuen Wan District, Kwai Tsing District, Tai Po District and North District

- 4.2 For the purpose of Clause 4.1, unless otherwise specified, “District” means the area declared to be a District in or under the District Councils Ordinance (Chapter 547 of the Laws of Hong Kong).

#### 5. Service Centre

- 5.1 The Contractor shall at all times throughout the Contract Period operate at least one (1) Service Centre in the Service Region to which this Contract relates and shall be open during the current operating hours of LD’s Job Centres<sup>4</sup> or in accordance with a schedule covering additional time slots outside the said operation hours as pledged by the Contractor in Contract Schedule C for the provision of the Employment Support Services to the Applicants/ Participants of the Programme.
- 5.2 The Contractor must ensure that the Service Centre(s) can be conveniently accessible by public transportation and is/ are equipped with appropriate facilities taking heed of the safety of service users and staff. The Service Centre(s) should have at least one interview room. The Contractor shall also ensure that the Service Centre(s) is/ are in compliance with the Fire Safety (Buildings) Ordinance (Chapter 572 of the Laws of Hong Kong) and other relevant laws and regulations. The Contractor must provide in writing the name(s) and address(es) of the Service Centre(s) not less than thirty (30) days before the Commencement Date of the Pilot Programme or within such period as specified by LD.
- 5.3 The Service Centre shall be ready for inspection by the Government not less than fourteen (14) days before the Commencement Date of the Pilot Programme or within

<sup>4</sup> The current service hours of all job centres are from 9am to 5:30pm on Mondays to Fridays and from 9am to 12pm on Saturdays.

such period as specified by LD. If the Contractor fails to operate at least one (1) Service Centre in the Service Region to which this Contract relates at any time during the Contract Period, without prejudice to other rights and remedies (including the right to termination of the Contract in accordance with Clause 14 of the General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019)), the Government may suspend the referral of Participants to the Contractor under Clause 7.4 below, and/or re-assign the Participants to another Contractor(s), as it considers appropriate.

## 6. Estimated Number of Registrations for Services

- 6.1 The estimated number of Registrations for Employment Support Services of the Pilot Programme in each Service Region per year is tabulated below. The figures are given in good faith as reference for the Contractor only and are not figures to which the Government binds itself to adhere to. The Contractor shall provide Employment Support Services to **all** Participants referred or transferred to it under Clauses 7.4 and 9.3 below.

Service Region	Estimated Number of Registrations for Services Per Year
Hong Kong Island	71
Kowloon	168
New Territories	121

## Scope of Services to be provided by and obligations of the Contractor

### 7. Employment Support Services through a Case Management Approach

- 7.1 The Contractor shall be responsible for the provision of Employment Support Services to the Participants of the Programme in the Service Region to which this Contract relates during the Service Period on terms as more particularly stipulated in Clauses 7.2 to 7.14 below and Schedule C. The Contractor shall also duly observe and comply with all the requirements and specifications relating to the Services as set out in other parts of the Contract.

#### Enrolment of Applicants and Assignment of Participants

- 7.2 The Contractor shall, through its own resources and network, actively reach out and facilitate the enrolment of Ethnic Minorities in need, including but not limited to the distribution and collection of the application forms provided by LD. The application forms collected by the Contractor must be sent to LD for central processing and vetting within the timeframe as stipulated in Clause 7.4(b)(i) below.
- 7.3 All Ethnic Minority job seekers joining the Programme will become registered job seekers of LD simultaneously. Applicants will mainly enrol through:

- (a) LD (primarily its Job Centres),
- (b) direct recruitment by the Contractor, and
- (c) referrals by other relevant organisations such as outreaching teams for Ethnic Minorities commissioned by the Social Welfare Department, Support Service Centres for Ethnic Minorities sponsored by the Home Affairs Department, etc.

7.4 Assignment of Participants may be conducted by one of the following means:

- (a) LD will refer Applicants to the Contractor at any time during the Referral Period, including those Applicants whose application forms are collected by the Contractor and are sent to LD for central processing and vetting. Applicant's preference for a particular Contractor and/or Service Region as indicated on the application form will normally be the determining factor in making such referrals. Applicants who do not specify such preference will be referred to the Contractor which serves the Service Region in which the Applicant resides. Subsequent to such referrals, the Contractor shall conduct the first interview to perform initial screening and needs assessment (as appropriate) pursuant to Clause 7.7 below for the purpose of determining the Applicants' suitability for enrolling in the Programme and their employment needs. Applicants who are successfully "screened-in" by the Contractor will become Participants of the Programme; or
- (b) the Contractor may collect application forms direct from Applicants starting from the Commencement Date of the Services until fourteen (14) days before the end of the Referral Period as stipulated in Clause 1 of the Special Conditions of Contract and send the application forms to LD for central processing and vetting. If the Contractor and/ or the Service Region to which this Contract relates is the Applicant's preferred option, the Contractor is permitted to provide initial screening and needs assessment (as appropriate) pursuant to Clause 7.7 below for the purpose of determining the Applicant's suitability for enrolling in the Programme and his/ her employment needs before sending the application form to LD. Subsequently, the Contractor may provide Employment Support Services pursuant to Clauses 7.9 to 7.13 below (as appropriate) to the Applicants who are successfully "screened-in" by the Contractor. The Contractor should note that:
  - (i) the application forms collected by the Contractor must be sent to LD not later than seven (7) working days from the date of receipt of the application form; and
  - (ii) upon receipt of the application form from the Contractor, LD will normally refer the Applicant to the Contractor which collects the application form. Upon such referral, the Applicant will become a Participant of the Programme. However, if for whatever reason that the Applicant is considered by LD as ineligible for enrolling on the Programme or should not be referred to the Contractor which collects the application form, subject to a maximum of two (2) hours of Services inclusive of initial screening and needs assessment, the Service Fee for the Services rendered to the Applicant/ Participant up to the date of such termination of the Services or transfer will be determined in accordance with Clause 4.1(a)(i) of the Special Conditions of Contract.

7.5 LD will send a list of Applicants to the Contractor showing, among others, the Referral

---

Date, the Service Period, the Service Region to which the Applicant is assigned and the Applicant's personal particulars.

### Customised hourly-based Employment Support Services

7.6 The registration or re-registration of a Participant will remain valid for six (6) months. During the Service Period, Case Managers who are directly employed by the Contractor and have completed the registration procedures with LD shall provide the Participants with customised hourly-based Employment Support Services, comprising (a) initial screening and needs assessment, (b) pre-employment counselling, (c) employment assistance and job matching, (d) post-placement support, and (e) case review, subject to the maximum number of hours of Services as stipulated in Clause 4.1(a) of the Special Conditions of Contract. Based on the Case Manager's professional assessment and the Participant's express interests, the Contractor may apply in writing with full justifications to LD for the provision of additional Employment Support Services. Guidelines of services to be rendered in each of the above five areas are set out in Clauses 7.7 to 7.13 below. The Contractor shall also observe the manuals, guidelines and instructions in relation to the Services to be issued by LD.

#### *(a) Initial screening and needs assessment*

7.7 During the interview, the Contractor shall perform the following services:

- (i) assess the eligibility and suitability of the Applicant for joining the Programme;
- (ii) explain to each Applicant the Employment Support Services to be provided by the Contractor;
- (iii) gather and record down the Applicant's personal details, such as educational attainment, skills and work experience and other relevant information of the Applicant; and
- (iv) acquire understanding and conduct assessment of the vocational training and/ or employment needs of the "screened-in" Applicant/ Participant; and draw up a counselling plan for him/ her as appropriate.

7.8 The Contractor shall conduct the first interview with the Applicant when the Applicant enrolls with the Contractor pursuant to Clause 7.4(b) above or any time not later than fourteen (14) days from the Referral Date, or not later than thirty (30) days from the Referral Date if the Applicant so requests.

#### *(b) Pre-employment counselling*

7.9 The pre-employment counselling to the Participants shall cover the following:

- (i) provide the Participants with personalised career advice and counselling services in accordance with their aptitude, work experience and preferences, etc.;
- (ii) enhance the Participants' understanding of the latest labour market conditions, different channels for job search, and job or training opportunities available;
- (iii) advise and assist the Participants to draw up action plans for job search and long-term career development; and
- (iv) provide support to the Participants in their job search and application, such as preparation of resumes, drilling of interview skills and techniques, conduct of mock

interviews, etc.

*(c) Employment assistance and job matching*

7.10 The Contractor shall provide the following employment assistance and job matching services to the Participants:

- (i) conduct job matching and liaise with prospective employers to encourage them to offer job vacancies which match specific Participants' aptitudes and relax the Chinese language requirements of the posts;
- (ii) assist eligible Participants to join employment programmes of LD as appropriate;
- (iii) provide support to the Participants in applying for suitable job vacancies identified, including but not limited to contacting the employers to make referrals;
- (iv) assist the Participants in the preparation for job interviews arranged and review the interview results with the Participants;
- (v) prepare the Participants for employment if the Participant has been successfully placed into a job under the Programme or found work on his own, and enhance their understanding of their roles and responsibilities at work; and
- (vi) provide other forms of employment assistance as specified from time to time by the Government Representative.

*(d) Post-placement support*

7.11 The Case Managers shall provide post-placement support to the Participants for three (3) months if they get placed under the Programme. If the Participants find a job of their own accord, the Case Managers shall exercise their professional judgement in determining the intensity and mode of support to be provided taking into account the Participant's preferences and other relevant circumstances. The services shall cover the following:

- (i) maintain regular contact with the Participants and help them settle in the job at the initial stage of employment;
- (ii) help solve the Participants' adaptation problems and facilitate their integration into a new working environment to foster stable employment;
- (iii) liaise with the employers concerned to raise their multi-cultural awareness and skills to communicate with Ethnic Minorities; and provide them with necessary support in engaging Ethnic Minority employees and building an inclusive workplace; and
- (iv) conduct visits to the Participants' workplaces as appropriate to foster communication between the two parties.

*(e) Case Review*

7.12 The Contractor shall conduct the following reviews with the Participants during the Service Period:

- (i) an interim case review after three (3) months from the Referral date to ascertain the Participant's latest employment status; and
- (ii) a final case review with the Participant within twenty-one (21) days before the expiry of the Service Period of the Participant or the termination of such Services

under this Contract. During the final case review, the Contractor is required to:

- (aa) advise the Participant to continue receiving the Services provided under the Programme or other employment services provided by LD, or of any further training and skills enhancement opportunities in the open market so as to assist the Participant in achieving sustainable employment and continuous career development, as appropriate; and
- (bb) remind and encourage the Participant to complete the satisfaction survey as prescribed by the Government Representative.

7.13 In the course of providing Employment Support Services as stipulated in Clauses 7.6 to 7.12 above to Participants facing social or family issues which hinder their employment, the Case Managers may exercise their professional judgment in offering counselling services to them in this regard while noting such casework intervention provided for the purpose under the Programme should be limited and referrals to other mainstream public social services to relevant government departments or other NGOs should be made in accordance with their needs and circumstances where necessary.

#### Case Administration

7.14 In addition to the provision of customised Employment Support Services as stipulated in Clauses 7.6 to 7.13, the Contractor shall be responsible for the following:

- (a) upon receipt of the list pursuant to Clause 7.5 above, assign a Case Manager to the Applicant and report the responsible Case Manager's details to LD not later than fourteen (14) days from the Referral Date;
- (b) create and maintain a case file which records the counselling services, interviews, assessments and any Services rendered to the Applicant/ Participant during the Service Period;
- (c) report the progress of the first interview to LD not later than fourteen (14) days from the Referral Date;
- (d) report the progress of the interim case review to LD not later than four (4) months from the Referral Date; and
- (e) report the progress of the final case review to LD not later than two (2) months after the expiry of the Service Period of the Participant or the termination of such Services under this Contract.

### **8. Participation in employment programmes operated by LD**

8.1 If the Participants have been arranged to join the employment programmes operated by LD (such as the Employment Programme for the Elderly and Middle-aged), the Contractor shall facilitate LD's administration of the programme in respect of these Participants and their employers.

### **9. Change of Service Region**

9.1 Participants are required to submit a written request with reasons in a prescribed form for a change of Service Region to LD either directly or via the existing Contractor, regardless of whether a change of Contractor is also involved. In effecting such transfer, the Contractor shall observe the following:



*Participants being transferred out*

- 9.2 If a Participant is transferred to another Service Region, the Contractor shall assist and cooperate with LD in making the transfer and must submit a report in a prescribed format on the Employment Support Services provided to the Participant during the Service Period within three (3) working days after its receipt of the Participant's transfer form. Where the Contractor is also awarded a contract to provide Services under the Programme in another Service Region, the Contractor shall not transfer any Applicant or Participant to such the other Service Region unless the Participant has completed the procedure as stipulated in Clause 9.1.

*Participants being transferred in*

- 9.3 If a Participant is transferred from another Service Region, the Contractor shall as soon as practicable assign a Case Manager to the Participant being transferred in and provide the remaining Employment Support Services to the Participant as appropriate.

**10. Employer Engagement Services**

- 10.1 The Contractor shall, within a 3-month payment period, provide an average of eighteen (18) to forty-four (44) man-hours of Services per week to promote employment of Ethnic Minorities and build up a network of employers from different industries and occupations, in particular within the Service Region to which this Contract relates with a view to expanding the magnitude and variety of job opportunities for Ethnic Minority job seekers. For the avoidance of doubt, hours of Services exceeding the cap of an average of forty-four (44) man-hours per week during the three-month payment period will not be remunerated under this Contract.
- 10.2 Employer engagement may take various forms, including without limitation the following, and consists of any necessary support to employers which help them overcome difficulties and address their concerns about hiring and engaging Ethnic Minorities.
- (a) conducting market research on job vacancies available in the current labour market (particularly in the Service Region to which this Contract relates), and liaising with prospective employers who may offer vacancies which match Ethnic Minorities' aspirations and aptitude;
  - (b) conduct promotional visits to employers to enhance their understanding of the employability of Ethnic Minorities and benefits of cultivating a racially diverse workforce, thereby encouraging them to offer suitable job openings for Ethnic Minority job seekers;
  - (c) exploring with employers to relax the Chinese requirements of particular posts based on their genuine occupational needs; and
  - (d) conducting on-site briefings or sharing sessions on the subject, and/ or developing information kits for employers and their staff to enhance their multi-cultural awareness and skills to communicate with Ethnic Minorities.
- 10.3 The Contractor shall keep detailed records of the services/ activities conducted by Employer Liaison Officer(s) under this Contract to support the claims for the Service Fee pursuant to Clause 4.1(b) of the Special Conditions of Contract. The Government

Representative may request the Contractor to provide any documentary proof or information deemed necessary.

## 11. Staffing to be provided by the Contractor

- 11.1 The Contractor shall appoint a Case Manager in Charge who will be responsible for supervising the Case Manager(s) engaged to provide Employment Support Services under this Contract. For the avoidance of doubt, the Case Manager in Charge may also be assigned to provide Employment Support Services under this Contract. The Contractor shall also engage Employer Liaison Officer(s) to provide Employer Engagement Services under this Contract. For the avoidance of doubt, the Employer Liaison Officer(s) and the Case Manager in Charge shall be two (2) different persons during the same period.
- 11.2 The Contractor shall ensure that a sufficient number of Case Managers are deployed at all times during the opening hours of the Service Centre(s) to provide Employment Support Services for the Applicants/ Participants and to handle enquiries about its Services.
- 11.3 The minimum qualifications and work experience of the Key Personnel employed by the Contractor to provide Services under the Programme and their minimum numbers are tabulated below. The Contractor shall comply with the requirements at any time throughout the Contract Period.

Type of staff	Minimum qualification, work experience and mode of employment	Minimum no. of staff
Case Manager in Charge	(a) Registered Social Worker with a degree in social work recognised by the Social Workers Registration Board; (b) in the five (5) years immediately preceding the date of registration with LD as stipulated in Clause 11.5 below, with three (3) aggregate years of work experience in the capacity as Registered Social Worker providing employment services for Ethnic Minorities, among which at least two (2) aggregate years of experience in posts with managerial/ supervisory responsibilities; and (c) full-time staff employed by the Contractor to work a minimum of 44 hours per week.	One (1) staff member shall be appointed to perform this role.
Case Manager	(a) Registered Social Worker with degree/ diploma in social work recognised by the Social Workers Registration Board; (b) in the three (3) years immediately	The Contractor must not assign a single Case Manager to serve more than sixty (60) Participants in the Service Region to which this

Tender Ref.: LD PT 01/2019

	<p>preceding the date of registration with LD as stipulated in Clause 11.5 below, with one (1) aggregate year of full-time work experience in providing any field of counselling services for Ethnic Minorities or the minimum number of aggregate years of relevant work experience as pledged in the Resources Plan of Contract Schedule C if a higher standard is committed therein; and</p> <p>(c) full-time staff employed by the Contractor to work a minimum of 44 hours per week.</p>	<p>Contract relates, or where the Contractor is also awarded a Contract to provide Employment Support Services under this Programme in another Service Region, in all Service Regions. (For the purpose of calculating this ratio, the Case Manager in Charge shall be taken into account if he/ she is also tasked with providing the Employment Support Services.)</p>
Employer Liaison Officer	<p>(a) Possess a Bachelor's degree from a Hong Kong university or equivalent; and</p> <p>(b) in the three (3) years immediately preceding the date of registration with LD as stipulated in Clause 11.5 below, with one (1) aggregate year of work experience in providing employment services for Ethnic Minorities and networking with employers, or the minimum number of aggregate years of relevant work experience as pledged in the Resources Plan of Contract Schedule C if a higher standard is committed therein.</p>	One (1)

11.4 The Contractor must provide details (including name, qualification and work experience) of the Case Manager in Charge, each Case Manager and Employer Liaison Officer; and major Ethnic Minority languages used by Ethnic Minority job seekers<sup>5</sup> which its employee(s) is/ are proficient in and name of the relevant employee(s) (if pledged by the Contractor in Contract Schedule C) in writing not less than thirty (30) days before the Commencement Date of the Pilot Programme or within such period as specified by LD.

11.5 The Contractor shall ensure that its Case Manager(s) and Employer Liaison Officer(s) register with LD in a form as prescribed by the Government Representative before their provision of Services. The Contractor shall also inform LD as soon as possible if there is any change in the particulars stated in the registration forms of these employees.

11.6 The Contractor shall inform the Government Representative in writing of any removal or change or departure of the employees stipulated in Clause 11.3 above within seven (7)

<sup>5</sup> Major Ethnic Minority languages used by Ethnic Minority job seekers are Hindi, Urdu and Nepali.

days from the date of occurrence of the event. The Contractor shall ensure that the replacement staff member shall satisfy the qualification and experience requirements as stipulated in Clause 11.3 above or in the Resources Plan of Contract Schedule C if a higher standard is committed therein. Upon request of the Government Representative, the Contractor shall provide documentary evidence, to the satisfaction of the Government Representative, to show that the replacement does meet the above qualification and experience requirements. The Contractor shall also at all times during the Contract Period maintain the number of major Ethnic Minority languages its employee(s) is proficient in as pledged in Contract Schedule C.

- 11.7 If the Contractor fails to comply with any of the requirements in Clauses 11.2 and 11.3 above, unless prior written consent of the Government Representative is obtained, without prejudice to other rights and remedies (including the right to termination of the Contract in accordance with Clause 14 of the General Conditions of Contract under Ref. No. BD-TERMS-2 (October 2019)), the Government may suspend the referral of Participants to the Contractor under Clause 7.4 above or re-assign them to another Contractor(s), as it considers appropriate.

## **12. Contract Manager**

- 12.1 The Contractor shall appoint a Contract Manager who will have the responsibility and commensurate authority for performing, including without limitation the following tasks in connection with planning, coordination and quality assurance of the Services to be provided by the Contractor:
- (a) monitoring the effective, quality and uninterrupted delivery of Services as set out in the Service Specifications and other parts of the Contract;
  - (b) overseeing the timely assignment of qualified Case Manager to each and every Applicant or Participant;
  - (c) conducting regular reviews on case files of Participants to monitor the performance of the Case Managers and to ensure adequate support and assistance have been provided to Participants in accordance with the Service Specifications;
  - (d) overseeing the timely conduct of services/ activities in relation to employer engagement;
  - (e) conducting thorough investigation on all complaints received and irregularities detected by LD and reporting the result of investigation to LD in a timely manner;
  - (f) authorising and overseeing the timely submission of forms, reports and documents in accordance with the Service Specifications and other parts of the Contract or requests from the Government Representative;
  - (g) handling and answering requests and enquiries from the Government Representative within a reasonable timeframe; and
  - (h) attending regular management meetings or other review meetings with the Government Representative.

## **13. Promotion of the Programme**

- 13.1 The Contractor shall provide active support in the promotion of the Pilot Programme in the Ethnic Minority communities through outreach activities and participation in

promotional activities organised by LD. The Contractor shall formulate its own promotional strategies and action plans to attract Ethnic Minorities in need to enrol as Participants of the Programme, and enhance publicity of the Programme in general and among the Ethnic Minority communities in the Service Region to which this Contract relates in particular.

#### **14. Performance Standard**

14.1 Without prejudice to the generality of the Contractor's obligations under this Contract, the Contractor shall achieve the following performance standards:

	Output Indicator	Achievement Level
1.	Minimum number of job referrals made for a Participant who has not been placed between the fourth and sixth month of the Service Period	3
2.	Minimum number of employers contacted by Employer Liaison Officer(s) to provide Employer Engagement Services in every six (6) months	30

14.2 The above performance standards will be assessed by LD every six (6) months starting from the Commencement Date of the Services. In case of the Contractor failing to meet any of the performance standards, the Contractor must submit a letter of explanation within thirty (30) days upon request of LD. Contractor's failure in fulfilling the above performance standards during the Contract Period may be taken into account when evaluating the Contractor's performance in the future tenders.

#### **15. Provision of Information and Reports**

15.1 Without prejudice to other duties of the Contractor under this Contract, the Contractor shall submit bi-annual performance reports and statistical returns in the format as prescribed by LD (and as may be revised by LD from time to time) within thirty (30) days after the reporting period or within such period as specified by LD. The Contractor shall provide documentary evidence to support the reports or statistical returns submitted as requested by LD.

#### **16. Monitoring Mechanism**

16.1 LD will monitor the delivery of the Services under this Contract through various means including without limitation on-site inspection, audit of the service records kept by the Contractor, Participants' satisfaction survey, etc. to ensure that the Contractor complies in full with the service requirements set out in the Service Specifications and other parts of the Contract. Without prejudice to the rights and remedies of the Government under this Contract, any non-compliance may be taken into account when evaluating the Contractors' performance in their future tenders.

16.2 The Contractor shall establish a proper complaint channel with well-defined and effective system to respond, rectify reported problems as well as to discipline under-performing staff. The Contractor is fully responsible for any misconduct or unprofessional conduct of the Case Manager(s), Employer Liaison Officer(s) and other staff engaged by it for the purpose of the Contract.

## **17. Other Obligations of the Contractors**

17.1 The Contractor shall keep proper records of all Services provided to each and every Participant and submit the case files and counselling records of the Participants as and when required by the Government Representative for inspection to ensure that the Contractor complies in full with the service requirements set out in the Contract.

17.2 The Contractor shall assist and participate in any review, promotional or other activities organised by the Government relating to the Services as may be required by the Government Representative.

17.3 The Contractor shall cooperate with the Government Representative in the investigation of any complaints, including without limitation providing the Government Representative with access to all persons involved. The Contractor shall record down any complaints received against its Services or staff in a form as prescribed by the Government Representative and provide a reply setting out follow-up and investigation results to the complainant within ten (10) days from the receipt of the complaint. The Contractor shall produce information and documents in relation to a complaint to the Government Representative within seven (7) days upon request by the Government Representative or any time as specified by the Government Representative.

17.4 The Contractor shall not charge any Participant or employer any fee whatsoever for the provision of Employment Support Services or Employer Engagement Services (as the case may be) under the Contract.

(To be inserted into “Envelope A”)

**Schedule A – Price Proposal**

[subject to such modifications as may be agreed by the Government, the Price Proposal submitted by the Tenderer shall form part of the Contract. All offers are in Hong Kong Dollars.]

**Name of the Tenderer** (*Tenderer must ensure that the name stated below is the same as the one stated in the Offer to be Bound, i.e. Part 4 of Tender Form.*)

Chinese: \_\_\_\_\_

English: \_\_\_\_\_

**Important Note:**

The Tenderer **can only choose ONE Service Region in one submission.** Failure to indicate the Service Region tendered for will render the Tender non-conforming and the Tender will not be considered further. (*see Paragraphs 1.4 and 1.5 of the Terms of Tender (Supplement)*)

Please indicate below the Service Region to which this Tender relates by marking a “✓” to the box next to the Service Region.

We, the Tenderer, offer to provide the Services stipulated in the Service Specifications for the Service Region of

Service Region	Districts Served
<input type="checkbox"/> Hong Kong Island	Central and Western District, Eastern District, Southern District, Wan Chai District and Islands District
<input type="checkbox"/> Kowloon	Kwun Tong District, Sham Shui Po District, Kowloon City District, Yau Tsim Mong District, Wong Tai Sin District and Sai Kung District
<input type="checkbox"/> New Territories	Tuen Mun District, Yuen Long District, Sha Tin District, Tsuen Wan District, Kwai Tsing District, Tai Po District and North District

at the rates of Service Fees below:

<b>1. Service Fees for the provision of Employment Support and Employer Engagement Services for the First Contract Year</b>	
<b><u>VA(1):</u></b> Hourly Rate of Service Fee for provision of Employment Support Services (see Clauses 7 to 9 of the Service Specifications)	HK\$ _____ per hour per Applicant/ Participant

Tender Ref.: LD PT 01/2019

<b><u>VB(1)</u></b> : Hourly Rate of Service Fee for provision of Employer Engagement Services (see Clause 10 of the Service Specifications)	HK\$ _____ per hour
<b>2. Service Fees for the provision of Employment Support and Employer Engagement Services for the Second Contract Year</b>	
<b><u>VA(2)</u></b> : Hourly Rate of Service Fee for provision of Employment Support Services (see Clauses 7 to 9 of the Service Specifications)	HK\$ _____ per hour per Applicant/ Participant
<b><u>VB(2)</u></b> : Hourly Rate of Service Fee for provision of Employer Engagement Services (see Clause 10 of the Service Specifications)	HK\$ _____ per hour
<b>3. Service Fees for the provision of Employment Support and Employer Engagement Services for the Third Contract Year</b>	
<b><u>VA(3)</u></b> : Hourly Rate of Service Fee for provision of Employment Support Services (see Clauses 7 to 9 of the Service Specifications)	HK\$ _____ per hour per Applicant/ Participant
<b><u>VB(3)</u></b> : Hourly Rate of Service Fee for provision of Employer Engagement Services (see Clause 10 of the Service Specifications)	HK\$ _____ per hour

**Note:**

- (1) The Tenderer must indicate clearly the Service Fees for Employment Support Services and Employer Engagement Services for the Service Region to which the Tender relates, and mark a “✓” to the box next to the Service Region. Please refer to Clause 4 of the Special Conditions of Contract for details of payment conditions.
- (2) Tenderers must ensure that the Service Region indicated in this Price Proposal is the same as the one indicated in the Technical Proposal at Schedule C.
- (3) The Service Fees for Employment Support Services and Employer Engagement Services provided in this Schedule will be used for price evaluation. Please refer to Paragraphs 7 to 10 of the “Tender Evaluation Procedures, Criteria and Marking Scheme” contained at the Annex to the Terms of Tender (Supplement) for more details on the price assessment.

-END of Schedule A -



(To be inserted into “Envelope B”)

**Schedule B –**  
**Information about the Tenderer and its Key Personnel**  
**Tender for the Provision of Employment Support and**  
**Employer Engagement Services**  
**for the Pilot Programme for Ethnic Minority Job Seekers**

**Tenderers are strongly advised to take note of the Terms of Tender (Supplement) and Service Specifications before preparing Schedule B.** (Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets the relevant part of Schedule B being referred to. Tenderers may complete this Schedule in either English or Chinese or a combination of both.)

**Failure to submit this Schedule B with Part A completed will render the Tender NON-CONFORMING and the Tender will NOT be considered further.** (see Paragraph 3.1(b) of the Terms of Tender (Supplement))

**Name of the Tenderer** (*Tenderer must ensure that the name stated below is the same as the one stated in the Offer to be Bound form, i.e. Part 4 of the Tender Form.*)

Chinese: \_\_\_\_\_

English: \_\_\_\_\_

**A. Information for Essential Requirements Screening**

**Note: The information together with the documentary proof provided must demonstrate the Tenderer’s compliance with the essential requirement in Paragraph 2.3 of the Terms of Tender (Supplement). Tenderers should note the consequence of non-compliance of an essential requirement as provided in Paragraph 2.3 of the Terms of Tender (Supplement).**

**(1) The Tenderer is** (*Please “✓” where appropriate and attach the relevant documents as required under Paragraph 2.6 of the Terms of Tender (Supplement).*)

a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong) (Registration no.: \_\_\_\_\_)

a company registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the Predecessor Ordinance (Registration no.: \_\_\_\_\_)

an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate  
(Please specify the Ordinance: \_\_\_\_\_)

- (2) **Is the Tenderer being recognised as an approved charitable institution or trust of a public character and being exempted from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong)?** *(Please “✓” where appropriate and attach the relevant documents as required under Paragraph 2.6 of the Terms of Tender (Supplement).)*

Yes

No

- (3) **Academic Qualification and Experience of (i) Case Manager in Charge and (ii) Employer Liaison Officer** *(Please note that persons holding the above two posts shall be two (2) different persons.)*

(i) **Case Manager in Charge**

- (a) **Is the Case Manager in Charge a full-time<sup>6</sup> employee of the Tenderer and a Registered Social Worker possessing a degree in social work recognised by the Social Workers Registration Board?** *(Please “✓” where appropriate and attach the relevant documents as required under Paragraph 2.6(d) of the Terms of Tender (Supplement).)*

Yes

No

- (b) **Does the Case Manager in Charge possess, in the past five (5) years immediately preceding the Original Tender Closing Date, at least three (3) aggregate years of work experience in the capacity as Registered Social Worker in providing employment services for Ethnic Minority job seekers, among which at least two (2) aggregate years in posts with managerial or supervisory responsibilities?** *(Please “✓” where appropriate and attach the relevant documents as required under Paragraph 2.6(d) of the Terms of Tender (Supplement).)*

Yes

No

Note: The work experience of the Case Manager in Charge in **providing employment services for Ethnic Minorities** in the past five (5) years is counted up to the Original Tender Closing Date in aggregate number of calendar days which shall then be divided by 365 to derive the number of years. For the avoidance of doubt, period(s) of employment with employers other than the Tenderer will be counted while overlapping periods of experience in different roles/ organisations will only be counted once. Please refer to the example set out in Paragraph 2.5(f) of the Terms of Tender (Supplement) showing how the work experience shall be calculated.

---

<sup>6</sup> Employed to work a minimum of 44 hours per week

Tender Ref.: LD PT 01/2019

Please indicate below the work experience (excluding experience gained outside Hong Kong) of the full-time Case Manager in Charge in the capacity as Registered Social Worker in providing employment services for Ethnic Minorities in the past five (5) years immediately preceding the Original Tender Closing Date. Please also indicate clearly whether the posts involved managerial/ supervisory responsibilities:

**Please provide the name of the Case Manager in Charge and fill in the table below:**

\_\_\_\_\_ (in Chinese) \_\_\_\_\_ (in English)

Employer	Post Title	Employment Period (dd.mm.yyyy to dd.mm.yyyy)	Number of Calendar Days Counted for Accumulated Experience in the Period in	
			(i) providing <u>employment services for Ethnic Minorities</u> in the capacity as Registered Social Worker	(ii) having <u>managerial/ supervisory duties</u> in relation to (i)

<b>Total no. of calendar days:</b>			<b>(A)</b>	<b>days</b>
<b>Total no. of aggregate years:</b> <i>(See para. 2.3(c) of Terms of Tender (Supplement). (A)/365 should be <u>at least three (3) aggregate years</u> while (B)/365 should be <u>at least (2) aggregate years.</u>)</i>			<b>(A/365)</b>	<b>years</b>
			<b>(B)</b>	<b>days</b>
			<b>(B/365)</b>	<b>years</b>

**(ii) Employer Liaison Officer**

- (a) Is the Employer Liaison Officer an employee of the Tenderer possessing a Bachelor's degree from a Hong Kong university, or equivalent? (Please "✓" where appropriate and attach the relevant documents as required under Paragraph 2.6(e) of the Terms of Tender (Supplement).)**

 Yes

 No

- (b) Does the Employer Liaison Officer possess, in the past three (3) years immediately preceding the Original Tender Closing Date, at least one (1) aggregate year of work experience in providing employment services for Ethnic Minority job seekers and networking with employers? (Please "✓" where appropriate and attach the relevant documents as required under Paragraph 2.6(e) of the Terms of Tender (Supplement).)**

 Yes

 No

Note: The work experience of the Employer Liaison Officer in **providing employment services for Ethnic Minority job seekers and networking with employers** in the past three (3) years is counted up to the Original Tender Closing Date in aggregate number of days which shall then be divided by 365 to derive the number of years. For the avoidance of doubt, periods of employment with employers other than the Tenderer will be counted while overlapping periods of experience in different roles/organisations will only be counted once.

Please indicate below the work experience (excluding experience gained outside Hong Kong) of the Employer Liaison Officer in providing employment services for Ethnic Minority job seekers and networking with employers in the past three (3) years immediately preceding the Original Tender Closing Date:

**Please provide the name of the Employer Liaison Officer and fill in the table below:**

\_\_\_\_\_ (in Chinese) \_\_\_\_\_ (in English)

<b>Employer</b>	<b>Post Title</b>	<b>Employment Period (dd.mm.yyyy to dd.mm.yyyy)</b>	<b>No. of Calendar Days Counted for Accumulated Experience in the Period</b>
<b>Total no. of calendar days:</b>			<b>(C) days</b>
<b>Total no. of years:</b> <i>(See paragraph 2.3(d) of Terms of Tender (Supplement). (C)/365 should be at least one (1) aggregate year.)</i>			<b>(C/365) year(s)</b>

## **B. Brief Information of the Tenderer**

### **(1) Registered Address**

Chinese: \_\_\_\_\_

English: \_\_\_\_\_

(2) **Website:** \_\_\_\_\_

(3) **Contact Person**

Name: \_\_\_\_\_ Post Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

(4) **Brief Description of the Background of the Tenderer**

Please briefly describe the background of the Tenderer (e.g. date of establishment, objectives, history, core activities, services provided, relevant expertise and experience in providing employment services to Ethnic Minorities) in about 200 words.

-END of Schedule B –

---

(To be inserted into “Envelope B”)

**Schedule C – Technical Proposal**  
**for the Provision of Employment Support and Employer Engagement Services**  
**for the Pilot Programme for Ethnic Minority Job Seekers**

[Subject to such modifications as may be agreed by the Government,  
the Schedule submitted by the Tenderer  
shall form part of the Contract.]

**IMPORTANT NOTE :**

**Tenderers are strongly advised to take note of requirements under the Tender Documents, in particular the Service Specifications, Paragraph 6 of the Terms of Tender (Supplement) and the Tender Evaluation Procedures, Criteria and Marking Scheme in the Annex to Terms of Tender (Supplement) before preparing the Technical Proposal in this Schedule C.**

Tenderers are required to submit the following information for provision of Services for the **ONE Service Region to which the Tender relates** for evaluation of Tenders. Tenderers who would like to bid for more than one Service Region should submit a **SEPARATE TENDER** for another Service Region. (see Paragraph 1 of the Terms of Tender (Supplement))

The submission of this Schedule C **shall not be more than 50 pages in A4 size paper for text** (with margin not less than 25mm and character font size not less than 12). Those pages that exceed the specified limit will not be considered in the Tender assessment. Other information, including the related annexes, layout plan and documentary proof, will be excluded from the counting of pages. (see Paragraph 3 of the Terms of Tender (Supplement))

Failure to submit the Technical Proposal in this Schedule C **with Part A completed will render the Tender NON-CONFORMING and the Tender will NOT be considered further.** (see Paragraph 3 of the Terms of Tender (Supplement))

Tender Ref.: LD PT 01/2019

Please use additional sheets if the space provided is not sufficient and mark clearly on the sheets the relevant part of the Schedule C being referred to. Tenderers may complete this Schedule in either English or Chinese or a combination of both.

**Name of the Tenderer** (*Tenderer must ensure that the name stated below is the same as the one stated in the Offer to be Bound form, i.e. Part 4 of the Tender Form.*)

Chinese: \_\_\_\_\_

English: \_\_\_\_\_

#### A. Service Region Tendered for

Please indicate below the Service Region this Tender is related, by **marking a “✓”** to the box next to the Service Region.

The Tenderer can **only choose ONE Service Region in one submission**. Please submit a separate tender for another Service Region. **Failure to indicate the Service Region being tendered for will render the Tender non-conforming and the Tender will not be considered further.** (*See Paragraphs 1.4 and 1.5 of the Terms of Tender (Supplement)*)

Service Region	Districts Served
<input type="checkbox"/> Hong Kong Island	Central and Western District, Eastern District, Southern District, Wan Chai District and Islands District
<input type="checkbox"/> Kowloon	Kwun Tong District, Sham Shui Po District, Kowloon City District, Yau Tsim Mong District, Wong Tai Sin District and Sai Kung District
<input type="checkbox"/> New Territories	Tuen Mun District, Yuen Long District, Sha Tin District, Tsuen Wan District, Kwai Tsing District, Tai Po District and North District



**B. Management, Operation and Promotion Plan**

- (1) In accordance with Paragraph 6.2(b) of the Terms of Tender (Supplement), please provide the **detailed arrangements of how the Employment Support Services for Participants of the Programme** as stipulated in the Service Specifications will be carried out.

**Number of Service Centre(s) open for the Participants of the Programme in the Service Region:** \_\_\_\_\_

**Operating hours of the main Service Centre:**

Monday to Friday: From \_\_\_\_\_ to \_\_\_\_\_

Saturday: From \_\_\_\_\_ to \_\_\_\_\_

Sunday: From \_\_\_\_\_ to \_\_\_\_\_

Public holiday: From \_\_\_\_\_ to \_\_\_\_\_

If more than one (1) Service Centre will be operated in the Service Region and the operating hours of the other Service Centre(s) are different from the above, please fill in the blanks below:

**Operating hours of other Service Centre(s):**

Monday to Friday: From \_\_\_\_\_ to \_\_\_\_\_

Saturday: From \_\_\_\_\_ to \_\_\_\_\_

Sunday: From \_\_\_\_\_ to \_\_\_\_\_

Public holiday: From \_\_\_\_\_ to \_\_\_\_\_

*(The current service hours of all Job Centres of the Labour Department (LD) are from 9am to 5:30pm on Mondays to Fridays and from 9am to 12pm on Saturdays. According to Clause 5.1 of Service Specifications, the Contractor shall at all times throughout the Contract Period operate at least one (1) Service Centre in the Service Region which shall be open during the current operating hours of LD's Job Centres or in accordance with a schedule covering additional time slots outside the said operating hours as pledged by the Contractor in this Technical Proposal.)*



Tender Ref.: LD PT 01/2019

**or activities** to be undertaken by the Employer Liaison Officer(s), **with estimated breakdown of time spent on these services or activities per month.**

<b>Details of the service plan:</b>		
Type of services or activities	Hours spent per month	Frequency

- (3)** In accordance with Paragraph 6.2 (b) of the Terms of Tender (Supplement), please provide details on **administrative and training support to be provided to Case Manager(s) and Employer Liaison Officer(s) through the Tenderer's own resources.**

<b>Details on administrative and training support to be provided to Case Manager(s):</b>

---

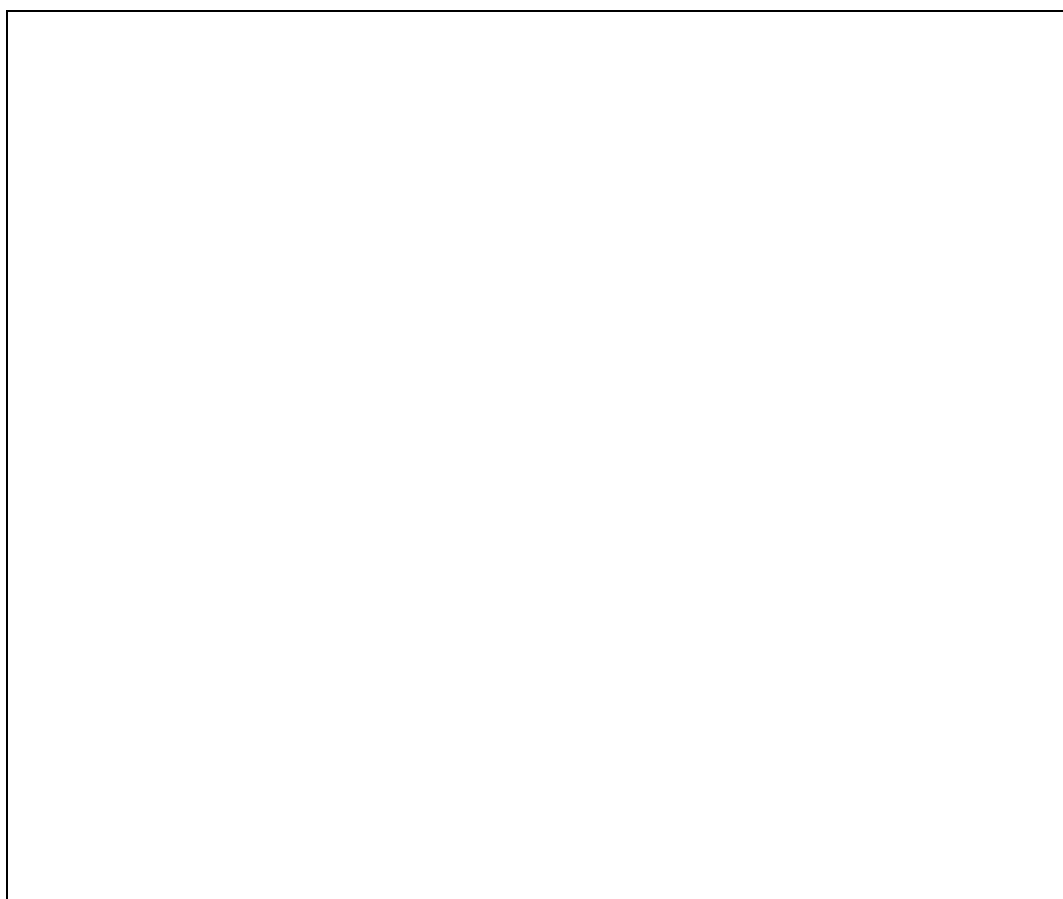
**Details on administrative and training support to be provided to Employer Liaison Officer(s):**

- (4) In accordance with Paragraph 6.2(b) of the Terms of Tender (Supplement), please provide details of **strategies to (i) reach out to target users and attract them to enrol in the Programme, and (ii) enhance publicity of the Programme** in general and among the Ethnic Minority communities in particular.

**C. Accommodation, Facilities and Support Services Plan**

- (1) In accordance with Paragraph 6.2(c) of the Terms of Tender (Supplement), please provide details on **specifications and facilities of the intended premises for operating the Service Centre(s) to provide Employment Support Services for Participants of the Programme located in the Service Region to which the Tender relates, which shall be made available for rendering the said Services within three months from the date of Tender Acceptance.** Please supplement the text with layout plan if available.

*(“Facilities” means the facilities that are provided free of charge and for the purpose of assisting Participants to conduct job search or stay in employment. Examples of these facilities are: audio/ visual equipment for conducting mock interviews, computer equipment and software for conducting job search/ building resumes/ preparing application letters and reference library providing information on the latest labour market situation, etc.)*



- (2) In accordance with Paragraph 6.2(c) of the Terms of Tender (Supplement), please provide details on **social services other than those required to be provided pursuant to the Service Specifications that may be provided to Participants or their family members on a pro-bono basis by the Tenderer, or the sub-contractor of the Tenderer or any associated company of the Tenderer.**

*(“Social services” means family and child welfare services, clinical psychological services, medical social services, rehabilitation services, services for offenders and community development services. If such social services are proposed to be provided by the sub-contractor of the Tenderer or any associated company of the Tenderer, an undertaking to provide the pro-bono services signed before the Original Tender Closing Date by the sub-contractor of the Tenderer or any associated company of the Tenderer must be submitted.)*

**D. Resources Plan**

**(1) Commitment on the Minimum Years of Experience of Case Manager(s)**

In accordance with Paragraph 6.2(d) of the Terms of Tender (Supplement), please indicate below the commitment on the **minimum number of aggregate years of experience in providing counselling services to Ethnic Minorities possessed by the full-time Case Manager(s) who will be engaged in the provision of Employment Support Services under this Contract.** The number shall be maintained at all times throughout the Contract Period.

“Experience in providing counselling services to Ethnic Minorities” means full-time work experience in the capacity as Registered Social Worker providing any field of counselling services to Ethnic Minorities.

Minimum number of aggregate years of experience in providing counselling services to Ethnic Minorities possessed by the full-time Case Manager(s) in the capacity of Registered Social Worker who will be engaged to provide Employment Support Services under this Contract: <i>(See Clause 11 of the Service Specifications: at least one year)</i>	_____ <b>year(s)</b>
--	-------------------------

**(2) Commitment on the Minimum Years of Experience of Employer Liaison Officer(s)**

In accordance with Paragraph 6.2(d) of the Terms of Tender (Supplement), please indicate below the commitment on the **minimum number of aggregate years of experience in providing employment services for Ethnic Minorities and networking with employers possessed by the Employer Liaison Officer(s) who will be engaged in the provision of Employer Engagement Services under this Contract.** The number shall be maintained at all times throughout the Contract Period.

Minimum number of aggregate years of experience in providing employment services for Ethnic Minorities and networking with employers possessed by the Employer Liaison Officer(s) who will be engaged to provide Employer Engagement Services under this contract: <i>(See Clause 11 of the Service Specifications: at least one year)</i>	_____ <b>year(s)</b>
---	-------------------------

**(3) Number of Major Ethnic Minority Languages which Tenderer's Employee(s) will be Proficient in**

In accordance with Paragraph 6.2(d) of the Terms of Tender (Supplement), please provide below the **number of major Ethnic Minority languages used by the Ethnic Minority job seekers (i.e. Hindi, Urdu and Nepali) which Tenderer's employee(s) rendering support to the provision of the Services under this Contract will be proficient in.** The number of major Ethnic Minority languages shall be maintained at all times throughout the Contract Period.

Number of major Ethnic Minority languages used by Ethnic Minority job seekers <i>(i.e. Hindi, Urdu and Nepali)</i> which Tenderer's employee(s) will be proficient in:	_____
--	-------

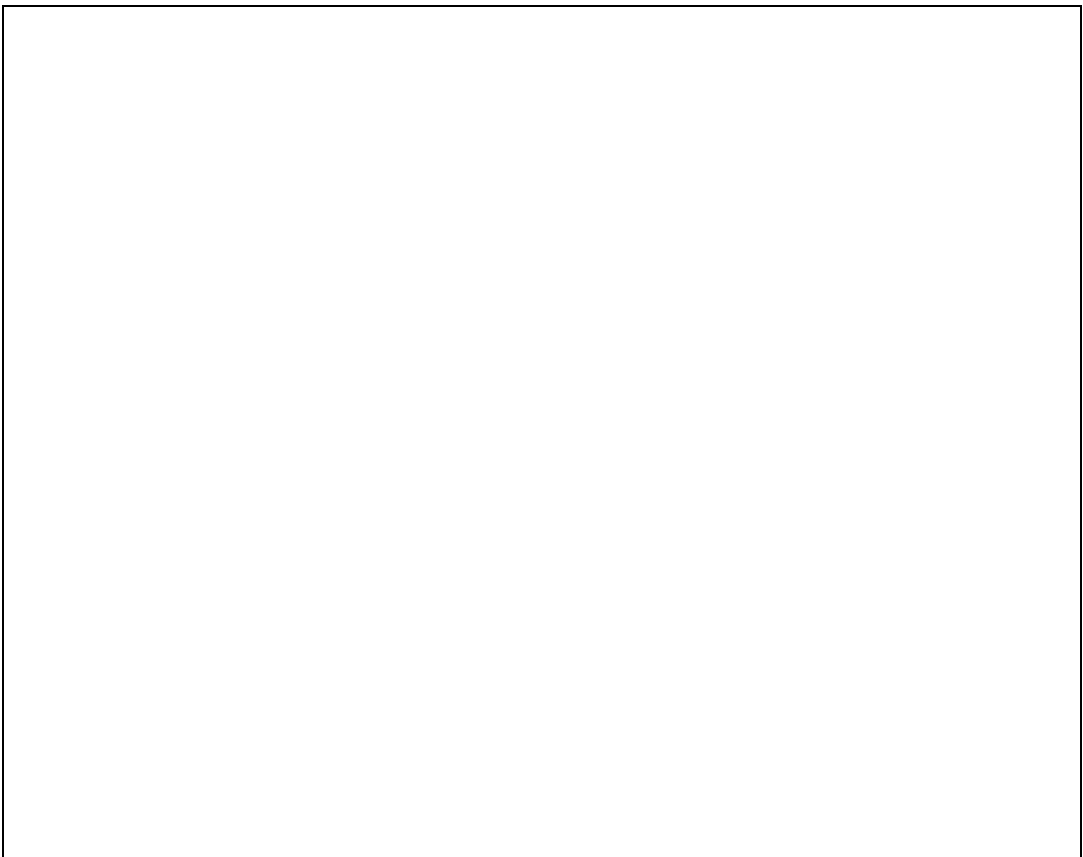
**E. Quality Assurance Plan**

**(1)** In accordance with Paragraph 6.2(e) of the Terms of Tender (Supplement), please provide the **measures to improve the quality of Employment Support Services and Employer Engagement Services**, e.g. methodology of measuring and evaluating Service output and outcome(s).

------------------



(2) In accordance with Paragraph 6.2(e) of the Terms of Tender (Supplement), please provide details of the **mechanism to collect feedback from Participants and employers, and implement improvement measures.**





- (3) In accordance with Paragraph 6.2(e) of the Terms of Tender (Supplement), please provide details of the **mechanism to monitor the performance of Case Manager(s) and Employer Liaison Officer(s) so as to ensure the quality of Employment Support Services and Employer Engagement Services rendered under the Programme.**

- (4) In accordance with Paragraph 6.2(e) of the Terms of Tender (Supplement), please provide details of the **procedures for handling adverse feedback and complaints received about the Employment Support Services and Employer Engagement Services rendered under the Programme.**

**F. Innovative Suggestions**

In accordance with Paragraph 6.2(f) of the Terms of Tender (Supplement), please **provide effective and practicable innovative suggestions in improving the delivery of Services under the Programme**, which are to be carried out by the Tenderer through its own resources and may not necessarily be technology-related.

**Tenderers should set out the innovative suggestions below and explain clearly the benefits or positive values that the suggestions can bring about to facilitate Tender evaluation.** The Government may, at its absolute discretion, accept one or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestions shall form an integral part of the Contract.

	Innovative Suggestion	Benefits to the Implementation of Programme
1.		
2.		
3.		
4.		
5.		
...		

**G. Experience of Tenderer**

*(The experience gained by the Tenderer across the whole territory of Hong Kong will be counted and is not limited to the Service Region to which the Tender relates.)*

**(1) Total Number of Ethnic Minorities Served**

In accordance with Paragraph 6.2(g) of the Terms of Tender (Supplement), please **indicate below the number of Ethnic Minorities provided with employment services**

Tender Ref.: LD PT 01/2019

**during the past three (3) years immediately preceding the Original Tender Closing Date.** There shall be no double counting of the number of Ethnic Minorities served and each of them should be counted once only. Tenderer should also provide **documentary proof**, e.g. service agreement(s) with organisation(s) or documents from service recipient(s) showing nature of services, name, ethnicity, service period, etc. or other relevant documents and records kept by the Tenderer to substantiate the submission.

	Period (Tender Closing Date: 23.3.2020)	Title of programme (if applicable)	Number of Ethnic Minorities served during the period
1.	23.3.2017 to 22.3.2018		
2.	23.3.2018 to 22.3.2019		<i>(after excluding the Ethnic Minorities who have been counted in the above period)</i>
3.	23.3.2019 to 22.3.2020		<i>(after excluding the Ethnic Minorities who have been counted in either of the above periods)</i>
Total number of Ethnic Minorities provided with employment services by the Tenderer:			_____

## (2) Total Number of Placements Achieved

In accordance with Paragraph 6.2(h) of the Terms of Tender (Supplement), please **provide the following figure and relevant documentary proof**, e.g., employment contract(s) of the service recipient(s) and/or document(s) from service recipient(s) or respective employer(s) showing the Ethnic Minority's name(s) and employment commencement date(s), or other documents and records kept by the Tenderer to substantiate the submission.

Total number of placements secured for Ethnic Minority job seekers by the Tenderer, which commenced during the past three (3) years immediately preceding the Original Tender Closing Date:	_____
---	-------

#### H. Adverse Record

In accordance with Paragraph 6.2(i) of the Terms of Tender (Supplement), please indicate whether Tenderer possesses **any adverse record(s) pertaining to termination of any service contract(s) for the provision of similar employment-related services engaged by the Labour Department in the past three (3) years immediately preceding the Original Tender Closing Date.**

Please mark a “✓” in the appropriate box:

- Have adverse record (please specify the name of the programme and contract termination date: \_\_\_\_\_)
- No adverse record
- Have not been engaged by the Labour Department to provide employment-related services in the past three (3) years immediately preceding the Original Tender Closing Date

- END of Schedule C -

(To be inserted into "Envelope B")

**Schedule D – Statement of Compliance**

Name of Tenderer: \_\_\_\_\_

Note: # Please delete whichever is not applicable.

# (a) I/ We, \_\_\_\_\_, on behalf of \_\_\_\_\_, confirm **full compliance** against each item in the Service Specifications.

# (b) I/ We, \_\_\_\_\_, on behalf of \_\_\_\_\_, confirm that the Services proposed to be offered by me/ us on the terms of my/ our Tender **do not comply with** the Service Specifications for the Services to the extent and in the manner as mentioned below. **Should the proposed Services differ from the Service Specifications for the Services, Tenderers must provide full details of such deviations and their proposed modifications below.** In the event that the proposed modification(s) stated below is/ are not accepted by the Government, I/ we agree and acknowledge that I/ we will be deemed to have made an offer to provide the Services on the basis that I/ we will comply with all aspects of the Service Specifications for the Services as if I/ we had not made any such alternative offer(s).

<u>Clause(s)</u>	<u>Details of Deviation</u>	<u>Proposed Modification</u>
------------------	-----------------------------	------------------------------

(Please use separate sheet(s) if required.)

(All **THREE** pages to be inserted into “Envelope B”)

**Schedule E - Non-collusive Tendering Certificate**

To: the Government

Dear Sir/ Madam,

1. I/ We, (name of the Tenderer(s)) \_\_\_\_\_ of  
(address(es) of the Tenderer(s)) \_\_\_\_\_

\_\_\_\_\_ refer to the Government’s invitation to tender for the Contract (Invitation to Tender) and my/ our Tender in response to the Invitation to Tender.

**Non-collusion**

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

vii) the terms of my/ our Tender,

and I/ we undertake that I/ we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:

- (a) the Government;
- (b) a joint venture partner with which I/ we have submitted my/ our Tender, and such joint venture arrangement has already been notified to the Government in my/ our Tender;
- (c) my/ our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) my/ our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/ our Tender;
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
- (g) any person other than the Government, provided that the Government has given prior written consent.

### **Disclosure of subcontracting**

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/ we understand that I/ we are required to disclose all proposed sub-contracting



Tender Ref.: LD PT 01/2019

arrangements for the Contract to the Government in my/ our Tender, including those which will be entered into after the Contract is awarded. I/ We warrant that I/ we have duly disclosed and will continue to disclose such arrangements to the Government.

### **Consequences of breach or non-compliance**

5. I/ We understand that in the event of any breach or non-compliance with any representations, warranties and/ or undertakings in this certificate or in Paragraph 12.1 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019), the Government may exercise any of the rights under Paragraphs 12.3 to 12.5 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019) in addition to and without prejudice to any other rights or remedies available to it against me/ us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is a serious anti-competitive conduct. I/ We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the Commission) and provide the Commission with any relevant information, including but not limited to information on my/ our Tender and my/ our personal information.

Signed by the Tenderer / Signed by  
an authorised signatory for and on :  
behalf of the Tenderer

Name of the authorised signatory :  
(where applicable)

Title of the authorised signatory :  
(where applicable)

Date :

(To be inserted into “Envelope B”)

**Schedule F – Consent for Disclosure**

I, .....[name of the office-bearer who signed the Offer to be Bound]....., am the office-bearer of .....[name of the society registered or exempted from registration under the Societies Ordinance]....., hereby authorise the Labour Department, to verify and/or to obtain information from the Police Licensing Office of the Hong Kong Police Force in respect of my registration as officer-bearer for the above-mentioned society.

Signature of the office-bearer of the society :

\_\_\_\_\_

Name of the office-bearer:

\_\_\_\_\_

HK Identity Card number of the office-bearer:

\_\_\_\_\_

Contact telephone number of the office-bearer:

\_\_\_\_\_

Date:

\_\_\_\_\_

(To be inserted into “Envelope B”)

**Schedule G – Information Schedule**

Name of Tenderer : \_\_\_\_\_

Note: # Please delete whichever is not applicable.

**1. Information required under Paragraph 23.2 (Government Discretion) of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019)**

# (a) I/ We confirm that none of the events as mentioned in Paragraphs 23.2(a) to 23.2(d) of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019) has ever occurred.

# (b) I/ We confirm that the following event(s) as mentioned in Paragraphs 23.2(a) to 23.2(d) of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019) has occurred:

Date	Details of the Event

(To be inserted into "Envelope B")

**Schedule H - Contract Deposit Reply Slip**

Name of Tenderer : \_\_\_\_\_

If the Contract is awarded to us, we shall pay the Contract Deposit to the Government:

in cash

by way of a banker's guarantee in accordance with Paragraph 27.5 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019).

*(please tick "✓" where appropriate)*

Note:

1. In the event that the Tenderer fails to elect the method of providing a Contract Deposit, it will be assumed that the Tenderer will provide the Contract Deposit in cash.
2. The successful Tenderer shall deposit with the Government via the Head of the Procuring Department within twenty-one (21) days from the date of the Tender Acceptance.

**Schedule I - Form of Banker's Guarantee**

THIS GUARANTEE is made on the ..... day of.....  
 By.....  
 of ....., a bank within the meaning of the Banking Ordinance  
 (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

**WHEREAS**

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year] made between «SERVICE\_PROVIDER\_NAME» of «SERVICE\_PROVIDER\_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Labour Department Contract No. «CONTRACT\_NUMBER»), the Contractor agreed and undertook to provide Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers upon 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 Contractor.

Now this Guarantee executed as a deed witnesses 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's acceptance of the bank named herein as the Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their 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 Contractor 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 Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.
- (b) The Guarantor, as a primary obligor and as a separate, continuing 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 Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.
- (3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change of its member or shareholder or its officers or its constitution.
- (4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor 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.

Tender Ref.: LD PT 01/2019

---

(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 amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents 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 Contractor 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 Contractor 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 Contractor 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 Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor 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 Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or

(b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing),

whichever is the applicable.

(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 Contractor, 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 Employment Services Division (Special Duties) of the Labour Department at Room 930B, 9/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon marked for the attention of the Commissioner for Labour, facsimile number 2396 8140;

(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\_\_\_\_\_.



(15) This Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor ..... has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

⊛ The [Common Seal/Seal\*] of the said )  
Guarantor was hereunto affixed and )  
signed by ..... )  
..... )  
[Name & Title] )  
duly authorised by its board of )  
directors in the presence of )

Name of witness:  
Title of witness:  
Signature of witness:

@ Signed Sealed and Delivered )  
for and on behalf of and as )  
lawful attorney of the Guarantor )  
under power of attorney dated )  
..... and deed of delegation )  
dated ..... )  
by ..... )  
[Name & Title] )  
and in the presence of )

Name of witness:  
Title of witness:  
Signature of witness:

\* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

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.

**Appendix 1****Reply Form for Tender Briefing**

(Please reply by email at [esd\\_sd@labour.gov.hk](mailto:esd_sd@labour.gov.hk) or fax at 2396 8140 before 6:00 p.m., 27 February 2020)

To: Labour Department  
Employment Services Division(Special Duties)

Name of Tenderer: \_\_\_\_\_

Email address of the  
Tenderer: \_\_\_\_\_

Fax no. of the  
Tenderer: \_\_\_\_\_

**Tender Ref.: LD PT 01/2019**  
**Invitation to Tender for the Provision of**  
**Employment Support and Employer Engagement Services**  
**for the Pilot Programme for Ethnic Minority Job Seekers**

I would like to inform you that we will have one / two\* staff member(s) attending the briefing session to be held at 2:30 p.m. on 2 March 2020 (Monday) at Youth Employment Start (Kwai Fong), Units 907-912, 9/F, Metroplaza Tower II, 223 Hing Fong Road, Kwai Fong.

*\*delete as appropriate (a maximum of two persons is permitted to attend the briefing session)*

Name: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Post: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Contact Tel. No.: (1) \_\_\_\_\_ (2) \_\_\_\_\_

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

*Remarks: Two representatives from each organisation will be automatically accepted without further notification.*

**Appendix 2****Checklist for Tender Preparation and Submission**

Tender Ref:	LD PT 01/2019
Submission Deadline:	23 March 2020 (Monday) before 12:00 noon (Hong Kong Time)
Place of Submission:	Government Logistics Department Tender Box Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong

Tenderers are requested to go through the entire Tender Documents and ensure that all the information and documents required are submitted together with their Tender in accordance with the provisions in the Terms of Tender (Supplement) before the Tender Closing Date or upon the time specified by the Government.

**Part A - Checking on Compliance**

2. Tenderers are reminded to **check whether the following requirements are complied with** before submitting their Tender, failing which will render the Tender non-conforming/disqualified/ not be considered further/ not be considered in technical assessment.

(please tick “✓” where appropriate)

	Description	“✓”	Reference
(i)	Tenderer meets the <b>essential requirements</b> in Paragraph 2.3 of the Terms of Tender (Supplement):		Para. 2.2(b) and 2.3 of the Terms of Tender (Supplement)
	(a) be a company as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or the Predecessor Ordinance; or an entity rendered by any Ordinance of the Laws of Hong Kong as a body corporate; or a society registered or exempted from registration under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong);		
	(b) be a bona fide non-governmental and non-profit making organisation, charitable institution or trust of a public character which is being exempt from tax under section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);		
	(c) nominate a person to be the Case Manager in Charge who must be employed by the Tenderer on a full-time basis <sup>7</sup> on the date of tender submission.		

<sup>7</sup> Employed to work a minimum of 44 hours per week

Tender Ref.: LD PT 01/2019

	Description	“✓”	Reference
	<p>The nominated Case Manager in Charge must be a Registered Social Worker with a degree in social work recognised by the Social Workers Registration Board, <b>and</b> in the past five (5) years immediately preceding the Original Tender Closing Date, have at least three (3) aggregate years of work experience in the capacity as Registered Social Worker in providing employment services for Ethnic Minority job seekers, among which at least two (2) aggregate years in posts with managerial or supervisory responsibilities;</p> <p>(d) nominate a person to be the Employer Liaison Officer who must be employed by the Tenderer on the date of tender submission. The nominated Employer Liaison Officer must possess a Bachelor’s degree from a Hong Kong university, or equivalent, <b>and</b> in the past three (3) years immediately preceding the Original Tender Closing Date, have at least one (1) aggregate year of work experience in providing employment services for Ethnic Minority job seekers and networking with employers.</p>		
(ii)	Indicate only <b>ONE Service Region</b> in one Tender in Schedules A and C		Para. 1.4 of the Terms of Tender (Supplement)
(iii)	Only <b>ONE Tender</b> for <b>each Service Region</b> is submitted.		Para. 1.5 of the Terms of Tender (Supplement)
(iv)	Total number of pages for Schedule C <b>does not exceed 50 pages</b> in A4 size paper for text (with margin not less than 25mm and character font size not less than 12). Pages that exceed the specified limit shall not be considered in the Tender assessment.		Para. 3.1(d) of the Terms of Tender (Supplement), and para. 5 of the Annex to the Terms of Tender (Supplement)
(v)	Tender validity period is <b>not less than 210 days</b> .		Para. 3.3(a) of the Terms of Tender (Supplement)
(vi)	Bidding in currencies in <b>Hong Kong Dollars only</b> .		Para. 5.1 of the Terms of Tender under Ref. No. BD-TERMS-2 (October 2019)
(vii)	Payment schemes (if any) proposed by the Tenderers		Para. 4.2 of the

Tender Ref.: LD PT 01/2019

	Description	“✓”	Reference
	should not be different from the scheme set out in the Tender documents.		Terms of Tender (Supplement)
(viii)	Offer for the Service Region to which the Tender relates should be made on <b>an overall basis</b> .		Para. 5.1 of the Terms of Tender (Supplement)

### **Part B - Checking on documents and information to be submitted**

3. Tenderers shall note that failure to submit the following documents and information **before the Tender Closing Date** will render a Tender **non-conforming and not be considered further**:

	Description	“✓”	Reference
(i)	The Tenderer has submitted: (a) the duly signed <b>Offer to be Bound</b> in Part 4 of the Tender Form; (b) Schedule A – Price Proposal; (c) Schedule B – Information about the Tenderer and its Key Personnel with Part A completed; and (d) Schedule C – Technical Proposal with Part A completed.		Para. 3.1(b) of the Terms of Tender (Supplement), and Para. 2 of the Annex to the Terms of Tender (Supplement)

### **Part C - Two-envelope System**

4. A two-envelope system is adopted in this Invitation to Tender (Para. 3.2 of the Terms of Tender (Supplement)). A Tenderer shall submit the following in two envelopes clearly marked Envelope A and Envelope B on the outside (Tenderers may choose to affix the Labels for Envelope A and Envelope B enclosed in this set of documents on the envelopes):

#### **(I) Envelope A – Sealed envelope on Price Information**

\*Note: Submissions provided by the Tenderer “**in triplicate**” meaning **one set of original and two sets of copies**.

	Description	“✓”	Reference
(i)	A Price Information envelope (“ <b>Envelope A</b> ”) is prepared and includes the following:		Para. 3.1 and 3.2 of the Terms of Tender (Supplement), and Para. 2 and 7-10 of the Annex to the Terms of Tender (Supplement)
	(a) a <b>Price Proposal</b> with all price information and Service Region tendered for completed at <b>Schedule A</b> in triplicate*		
	“Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers” in [-state the Service Region to which the Tender relates -]” is		

Tender Ref.: LD PT 01/2019

	Description	“✓”	Reference
	clearly marked outside Envelope A; OR the Envelope A Tender Label enclosed in the Tender Documents with the <b>Service Region</b> to which the Tender relates clearly marked has been affixed on the envelope.		

## (II) Envelope B – Sealed envelope on Technical Information

\*Note: Submissions made by the Tenderer “in triplicate” meaning **one set of original and two sets of copies.**

	Description	“✓”	Reference
(ii)	A Technical Information envelope (“Envelope B”) is prepared and includes the following:		Para. 2.3, 2.6, 3.1 and 3.2 of the Terms of Tender (Supplement), and Para. 2 of the Annex to the Terms of Tender (Supplement)
	(a) <b>duly signed Offer to be Bound</b> in Part 4 of the Tender Form in triplicate*		
	(b) Information about the Tenderer and its Key Personnel as required in <b>Schedule B</b> with Part A completed in triplicate*		
	(c) <b>Technical Proposal</b> at Schedule C <b>with Part A completed</b> in triplicate*		
	(d) <b>supporting documents</b> as required under Paragraph 2.6 of the Terms of Tender (Supplement) in triplicate*		
	(e) a <b>softcopy</b> of the Technical Proposal in the form of Schedule C in Microsoft Word format		
	(f) Statement of Compliance at Schedule D completed in triplicate*		
	(g) Non-collusive Tendering Certificate at Schedule E completed and duly signed in triplicate*		
	(h) Consent for Disclosure at Schedule F (if applicable) completed in triplicate*		
	(i) Information Schedule at Schedule G completed in triplicate*		
	(j) Contract Deposit Reply Slip at Schedule H completed in triplicate*		
	(k) Relevant documentary proof to substantiate information and experiences submitted in Schedules in triplicate*		
	(l) Any other information and documents as required by this Tender in triplicate*		
	The Technical Information envelope and the contents thereof <b>must not</b> contain or bear any indication of price information.		

Tender Ref.: LD PT 01/2019

	<p>“Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers in [- <i>state the Service Region to which the Tender relates</i> -]” is clearly marked outside Envelope B; OR</p> <p>the Envelope B Tender Label enclosed in the Tender Documents with the <b>Service Region</b> to which the Tender relates clearly marked has been affixed on the envelope.</p>		
--	---	--	--

5. The above two envelopes shall be inserted into one large sealed envelope.

### (III) Large Envelope - Sealed envelope containing Envelope A and Envelope B

	Description		Reference
(iii)	<p>One large envelope containing both Envelope A on Price Information and Envelope B on Technical Information</p> <p>All envelopes shall bear no reference to the identity of the Tenderer and be properly sealed.</p> <p>“Tender Ref.: LD PT 01/2019 – Tender for the Provision of Employment Support and Employer Engagement Services for the Pilot Programme for Ethnic Minority Job Seekers in [- <i>state the Service Region to which the Tender relates</i> -]” is clearly marked outside the Large Envelope; OR</p> <p>the Large Envelope Tender Label enclosed in the Tender Documents with the <b>Service Region</b> to which the Tender relates clearly marked has been affixed on the envelope.</p>		<p>Para. 3.1 and 3.2 (a)(iii) of the Terms of Tender (supplement)</p>

6. The Tender enclosed in one **large sealed envelope** comprising both Envelope A and Envelope B **must be deposited** at the place specified in the “Lodging of Tender” section of the Tender Form **before the Tender Closing Date**.

7. The above checklist is by no means exhaustive and is provided for Tenderers’ references only. Nothing in this checklist shall limit the Government’s absolute right to request any other information or supporting documents in connection with or arising out of this Invitation to Tender.

**Number of vacancies posted at the  
Labour Department's industry-based recruitment centres**

**(I) 2017 to 2019**

	<b>2017</b>	<b>2018</b>	<b>2019</b>
Recruitment Centre for the Catering Industry	77 614 (+3.4%)	87 451 (+12.7%)	86 028 (-1.6%)
Recruitment Centre for the Retail Industry	64 029 (-19.0%)	72 111 (+12.6%)	71 585 (-0.7%)
Construction Industry Recruitment Centre	12 743 (+51.1%)	13 642 (+7.1%)	11 808 (-13.4%)

Note: Figures in brackets denote % changes over the same period in the preceding year.

**(II) January to May 2019 and June to December 2019**

	<b>Jan - May</b>	<b>June - December</b>
Recruitment Centre for the Catering Industry	34 554 (-4.3%)	51 474 (+0.3%)
Recruitment Centre for the Retail Industry	31 419 (+14.1%)	40 166 (-9.9%)
Construction Industry Recruitment Centre	4 238 (-34.9%)	7 570 (+6.1%)

Note: Figures in brackets denote % changes over the same period in 2018.