

Tender Reference No.: FM-TD-202202

9 December 2022

INVITATION TO TENDER
Provision of Security Services for CUHK Medical Centre
(Tender No.: FM-TD-202202)

The CUHK Medical Centre Limited (CUHKMC) intends to invite tenderer to submit a proposal for Provision of Security Services for CUHK Medical Centre.

If your company is interested, please submit a full proposal with all required submissions mentioned in the Tender documents by **12:00 noon on 8 February 2023 (HK Time)**.

Late submissions or incomplete proposals will not be considered. Please note that this invitation for proposal is non-committal on our part and your proposal would be provided to the CUHK Medical Centre Limited at no cost.

Yours faithfully,



Ivan KO

Senior Manager, Supplies & Procurement
CUHK Medical Centre Limited

Enclosure

CUHK Medical Centre Limited

Tender Invitation

on

Provision of Security Services

Tender Reference: FM-TD-202202

Tender Issue Date: 9 December 2022

Tender Closing Date and Time: 12:00 noon on 8 February 2023 (HK Time)

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PART I
INTERPRETATION

In this Tender document, the following words and expressions shall have the following meanings unless otherwise stated:

“Contract”	means the Contract made between CUHKMC and the Successful Tenderer for the supply of Goods and/ or Services;
“Successful Tenderer”	means the Tenderer whose Tender is accepted by CUHKMC;
“Goods”	means the Goods to be supplied by the Successful Tenderer under the Contract;
“Services”	means the Services to be provided by the Successful Tenderer under the Contract;
“CUHKMC”	means CUHK Medical Centre Limited;
“CUHKMC Representative”	means the person acting for and on behalf of CUHKMC or any duly authorised officer for the time being performing his/ her duties;
“Tender”	means the Tender submitted by the Tenderer for the supply of Goods and/or Services;
“Tenderer or Company”	means the person, firm, or company whose details are set out in the relevant Schedule of Submissions (“Schedule”)

PART II
TERMS OF TENDER

1. Invitation to Tender

- 1.1 Tenderers are invited for the supply of Goods and/ or Services subject to and in accordance with the requirements/ specifications, Terms of Tender and Conditions of Contract.
- 1.2 CUHKMC reserves the right in its absolute discretion to cancel this Tender at any time.
- 1.3 CUHKMC will not be responsible for or liable to any Tenderer for any cost or expense incurred in relation to (i) the preparation or submission of the Tender; or (ii) any communication between the Tenderer and CUHKMC in relation to the Tender, under any circumstances (including the cancellation of this Tender by CUHKMC).
- 1.4 The Tenderer acknowledges and agrees that CUHKMC is not responsible for the accuracy of any information provided in this Tender, and the Tenderer has made its own independent evaluation of the business potential of the Tender Brief and it has submitted its tender submission based solely on the result of such independent evaluation.
- 1.5 The Tenderers are required to fill in the information indicated in “Offer To Be Bound” (Part IV).

2. Tender

- 2.1 This Tender relates to the supply of all (or any part) of the Goods and/ or Services whose details and specifications are set out in the Tender Brief.
- 2.2 Tenderer must note that its offers in its tender submission must comply with the requirements of this Tender in every respect. Tender submission which does not comply with requirements shall not be considered.
- 2.3 The Tender documents are to be completed in English (except where certain Supporting Documents are expressly required to be in Chinese) and in permanent ink or typescript and submitted in the manner stipulated. Tenderer is required to stamp and initial next to any corrections made.
- 2.4 The Schedule issued with this Tender must not be altered by the Tenderer. Any modification of the Schedule considered necessary by the Tenderers should be the subject of a separate letter accompanying the Tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- 2.5 Tender is to be completed in permanent ink or typescript; Tender not so completed may not be considered.

- 2.6 Tender may not be considered if complete information is not given with the Tender or if any particulars and data asked for in the Schedule are not furnished in full. Where appropriate, descriptive and technical literature should be submitted with the Tender. CUHKMC Representative may request clarification of particulars and data supplied, or additional particulars and data, and if so the Tenderer shall have 5 working days or such further period as CUHKMC Representative may specify to submit such further information. Failure to do so within the time period shall result in the Tender being considered incomplete.
- 2.7 CUHKMC Representative is not bound to accept the lowest or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

3. Tender Validity Period

Tender shall, unless otherwise indicated by the Tenderer, remain open for **one-hundred-and-eighty (180) days** after the Tender Closing Date and the Tenderer agrees not to withdraw the offer constituted by such Tender for this period (“Tender Validity Period”).

4. Tender Prices

- 4.1 The prices to be quoted by the Tenderer are to be in Hong Kong currency and must only be shown on the Schedule. Such prices shall be net prices allowing for all trade and cash discounts and inclusive of all cost and expense to be incurred by the Tenderer in the performance of the Contract. Prices must remain valid for the duration of the Contract and for the supply of all of the Goods and/ or Services.
- 4.2 Prices quoted in other currencies will be considered and if accepted, payment will be made in the quoted currency. All bank charges incurred by the Successful Tenderer will be borne by the Successful Tenderer.
- 4.3 For price comparison purposes, any prompt payment discount offered by the Tenderer will not be taken into consideration in assessment of tender prices.
- 4.4 Tenderer is reminded to ensure the accuracy of its tender prices quoted in the Price Proposal. Under no circumstance will CUHKMC accept any request for price adjustment on grounds that a mistake has been made in the tender prices quoted by a Tenderer.
- 4.5 CUHKMC reserves the right to negotiate with any Tenderer on the terms of the offer.

5. Acceptance and Award of Contract

The Successful Tenderer will receive a letter of acceptance from CUHKMC as an indication of acceptance of offer submitted by the Tenderer. The letter of acceptance in accordance with terms and conditions of the Tender and submitted proposal of the Tenderer shall constitute a binding contract between CUHKMC and the Successful Tenderer. Tenderer who does not receive any notification within one-hundred-and-eighty (180) days from the Tender Closing Date may assume that its Tender has not been accepted.

6. Presentation

Tenderer may be invited to provide a brief presentation.

7. Product / Service Information

Tenderer shall submit with the Tender sufficient and valid product / service information, e.g. catalogues, technical specifications, brochures, etc. Additional copies may be requested from CUHKMC to facilitate easy reference and ordering.

8. New Information Relevant to Qualified Status

Tenderer shall inform CUHKMC in writing immediately of any circumstance or information which may affect its qualification to tender in this Tender. CUHKMC reserves the right to review its qualified status in the light of any new information relevant to its qualification.

9. Cancellation of Tender

Without prejudice to CUHKMC's right to cancel the Tender, where there are changes of requirements after the Tender Closing Date, for operational or any other reasons, CUHKMC is not bound to accept any conforming Tender and reserves the right to cancel the Tender.

10. Destruction of Unsuccessful Tender

10.1 CUHKMC will return the unsuccessful Tender submission upon one-hundred-and-eighty (180) days of Tender closing. The unsuccessful tenderer should contact CUHKMC to collect tender submission. If the Tenderer fails to collect the Tender submissions within ten (10) days after the one-hundred-and-eighty (180) days of Tender closing, CUHKMC will dispose of the tender document without notifying the Tenderer.

10.2 Where a Tender is cancelled, all Tender submission under that Tender can be destroyed any time after cancellation.

11. Microsoft Windows Support

- 11.1 Tenderer has the responsibility to plan and take appropriate actions on the equipment or system to safeguard against the risks of Window desktop Operating System obsolescence, including to upgrade the computers to a supported Windows desktop Operating System version to ensure the continued support and avoid security risks of the equipment or system provided to CUHKMC.

12. Personal Data

- 12.1 Tenderer's Personal Data may be requested for purposes related to evaluation of offer. When Personal Data is provided, please make sure that the data is accurate and complete. If Tenderer fails to provide with the information required or if the information provided is inaccurate or incomplete, the evaluation of the Tenderer's offer will be affected.
- 12.2 Personal Data may be made available to:
- a. CUHKMC Representative.
 - b. Any other relevant parties who require it for matters related to evaluation of Tenderer' offer.
- 12.3 CUHKMC Representative will only use, disclose or transfer the Tenderer's Personal Data provided:
- a. For the purposes relating to evaluation of offer or directly related purposes; or
 - b. Where permitted by law.
- 12.4 CUHKMC Representative will obtain the Tenderer's consent before using its Personal Data for any other purposes.

13. Commitment to Environmentally Responsible Purchasing

- 13.1 CUHKMC is sensitive to the environmental impact of purchasing decisions and takes account of legitimate environmental concerns while continuing to achieve best value for money in its purchasing functions.
- 13.2 CUHKMC identifies products which present environmental concerns and addresses these concerns in the approval of the Tender specifications and in the Tender evaluation process.

14. Environmental Friendly Measure

The following environment friendly measures are recommended in the preparation of the Tender documents:

- 14.1 All documents should preferably be printed on both sides and on recycled paper. Papers exceeding 80 gsm are not recommended.

- 14.2 Excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- 14.3 Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

15. Consent to Disclosure

CUHKMC shall have the right to disclose whenever it considers appropriate, or upon request (verbal or written) by any third party (including unsuccessful Tenderer(s)) information of the Contract, such as the name and address of the Successful Tenderer, product description/ brand/ model/ country of origin (if applicable), description of the relevant services (if applicable) and the value of the Contract, without reference to or consent from the Successful Tenderer. Unsuccessful tenderer may also enquire as to the reason for the rejection of its Tender submissions.

16. Offering Gratuities

Tenderer shall not, and shall assure that its employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong) in connection with this Tender.

17. Tender Submission

- 17.1 The documents attached herewith should only be used for the submission of a Tender in response to this invitation. The “Schedules of Submissions” should be completed by Tenderer with signature and company chop. The submission may be accompanied by documents containing additional explanations, amplifications or specifications, which should be stapled securely to the form.
- 17.2 This tender shall be conducted in a two-envelope bidding process. **Technical Proposal and Price Proposal should be submitted separately.**
- 17.3 The Tenderer shall submit its Tender submission in two separate sealed plain envelopes including one set of original, three sets of duplicate documents and one soft copy in CD-ROM/ USB. Both envelopes for Technical and Price Proposal should clearly state the subject of this tender and tender reference number. In the event of conflict between the version of hardcopy and softcopy, the original hardcopy version shall prevail.

- 17.4 The Tender submission, properly completed and enveloped, must be placed in Tender Box **by 12:00 noon on 8 February 2023 (HK Time)**. The Tender box is situated at the following address:

Address: CUHK Medical Centre Limited Tender Board
12/F, CUHK Medical Centre
9 Chak Cheung Street
Shatin, New Territories
Hong Kong

The office hours of CUHKMC are 9:00 a.m. to 12:30 p.m. and 2:30 p.m. to 5:00 p.m., Monday to Friday (except public holidays). **Late Tender will not be considered.**

- 17.6 The tender closing time and tender closing date will be extended to 12:00 noon on the next working day in Hong Kong (i.e. any day from Monday to Friday which is not a public holiday) under the following situations:
- a. A black rainstorm signal or tropical cyclone warning signal No. 8 or above issued by the Hong Kong Observatory is still in force between 9:00 a.m. and 12:00 noon on the tender closing date; or
 - b. A black rainstorm signal or tropical cyclone warning signal No. 8 or above is announced to be hoisted shortly by the Hong Kong Observatory between 9:00 a.m. and 12:00 noon on the tender closing date.

18. Tenderer's Enquiries

- 18.1 All enquiries relating to the Tender must be made before **2:30 p.m. on 19 January 2023 (HK Time)** in written by email to procurement@cuhkmc.hk.
- 18.2 The Questions with the answers will be posted on the website of CUHK Medical Centre (www.cuhkmc.hk) before tender closing date.

PART III
CONDITIONS OF CONTRACT

1. Conditions of Supply

These conditions shall apply to the supply of the Goods and/ or Services by the Successful Tenderer under the Contract.

2. General Requirements

- 2.1 The Successful Tenderer shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the term, including outbreak and infectious diseases, and CUHKMC shall pay to the Successful Tenderer all sums due to the Successful Tenderer for the performance of the Services.
- 2.2 The Successful Tenderer shall diligently, promptly and properly provide and co-ordinate the provision of the Services to CUHKMC and comply with its duties and obligations in this Contract to the satisfaction of CUHKMC.
- 2.3 The Successful Tenderer shall exercise in the performance of the Services the same reasonable skill, care and diligence expected of a professional consultant who is qualified, competent and experienced in carrying out the duties and services of the nature described in this Contract for projects of a similar size, type, scope, complexity and purpose of the work at all relevant times.
- 2.4 The Successful Tenderer shall ensure that at all times it has, and assign, adequate staff, tools and equipment to efficiently and properly fulfil its obligations under this Contract.
- 2.5 The Successful Tenderer will provide the Services in a satisfactory and skilful manner and shall meet to the satisfaction of CUHKMC.
- 2.6 The Successful Tenderer shall comply with: -
- a. all laws, rules and regulations applicable to its provision of Services; and
 - b. the most current version or edition of all codes and standards that are relevant and applicable to its provision of Services.
- 2.7 The Successful Tenderer shall provide all necessary assistance and all information on all matters in relation to the Services requested by CUHKMC and/ or CUHKMC Representative.
- 2.8 The Successful Tenderer shall obey all instructions and comply with all reasonable requests that may be put forth by CUHKMC and/ or CUHKMC Representative.
- 2.9 CUHKMC may issue warnings to the Successful Tenderer on all matters relating to the provision of the Services and the Successful Tenderer shall immediately take all remedial action which may reasonably be required.
- 2.10 The Successful Tenderer and its staff shall not perform any duties and obligations under this Contract in such a way that may cause disturbance to patients, staff or visitors of CUHKMC or disruption to the normal routines and operations of CUHKMC.

- 2.11 The Successful Tenderer shall not use any materials in the provision of the Services in any way that may cause harm, discomfort or detriment to the health of the patients, staff or visitors of CUHKMC.
- 2.12 The Successful Tenderer acknowledges that the time, dates and period shall be of the essence with respect to the performance of the Services specified to be subject to such requirement under this Contract as well as any times, dates or periods that may by agreement between the parties be substituted for any of them.
- 2.13 CUHKMC reserves the right to reject any part of the Services which does not comply with the specification, and the Successful Tenderer must carry out the necessary remedial work or replacement without extra charge or delay.

3. Successful Tenderer's Acknowledgement

The Successful Tenderer acknowledges it has been supplied with sufficient information to enable it to provide/ supply, install, commission and maintain each System/ Services which complies fully with the requirements set out in the Tender specifications and the requirements of this contract. The Successful Tenderer shall not be entitled to any additional payment nor be excused from any liability under this Contract as a consequence of any misinterpretation by the Successful Tenderer of any matter or fact relating to the specifications, the said requirements or any other provisions of this Contract.

4. Liability and Indemnities

- 4.1 CUHKMC and its employees or agents shall not be under any liability whatsoever for or in respect of:
 - a. Any loss of or damage to any of the Successful Tenderer's property or that of its employees or agents however caused (whether by any negligence of CUHKMC or any of its employees or agents or otherwise).
 - b. Any injury to or death of any of the Successful Tenderer's employees or agents save and except any such injury or death was caused by the negligence of CUHKMC or any of its employees or agents.
- 4.2 The Successful Tenderer shall indemnify CUHKMC and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by CUHKMC or any of its employees or agents in respect of:
 - a. Any loss, damage, injury or death referred to in 4.1 (save and except injury or death caused by the negligence of CUHKMC or any of its employees or agents).
 - b. Any loss or damage sustained by or any injury to or death of any third party in consequence of any negligence of the Successful Tenderer or any of its employees or agents.

- 4.3 In the event of any of the Successful Tenderer's employees or agents 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 Successful Tenderer shall within seven (7) clear working days give notice in writing of such injury or death to CUHKMC Representative.
- 4.4 Where required by CUHKMC, the Successful Tenderer shall take out and maintain insurance with a reputable insurer in such manner as it is agreed with CUHKMC to cover its legal liabilities for loss or damage to property and injury or death to persons as a result of the performance of this Contract.
- 4.5 For the purpose of this clause "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clause Ordinance.

5. Corrupt Gifts

If the Successful Tenderer or any employee or agent of the Successful Tenderer is found to have committed an offence under the Prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made thereafter or under any law of a similar nature in relation to this Contract or any other CUHKMC contract, CUHKMC Representative may, on behalf of CUHKMC, terminate this Contract, without entitling the Successful Tenderer to any compensation and therefore the Successful Tenderer shall indemnify CUHKMC against all costs, claims, damages, losses and expenses necessarily incurred or suffered as a result by CUHKMC.

6. Applicable Law

- 6.1 The validity and interpretation of this Contract shall be governed in all respects by the laws of Hong Kong and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.
- 6.2 The Successful Tenderer shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under this Contract.

7. Commitment to Environmentally Responsible Purchasing

- 7.1 CUHKMC is sensitive to the environmental impact of purchasing decisions and takes account of legitimate environmental concerns while continuing to achieve best value for money in its purchasing functions.
- 7.2 CUHKMC identifies products which present environmental concerns and addresses these concerns in the approval of the tender specifications and in the tender evaluation process.

8. Publicity

- 8.1 The Successful Tenderer shall submit to CUHKMC all advertising or other publicity material relating to the Contract or the Goods and/ or Services supplied or other work done in connection with the Contract wherein the name of CUHKMC is mentioned or from which a connection with CUHKMC can reasonably be inferred or implied.

- 8.2 The Successful Tenderer shall not publish or use any advertising or other publicity material relating to CUHKMC or mention the name of CUHKMC for any promotion or marketing purposes without the prior written consent of CUHKMC.
- 8.3 Nothing in this Contract expressly or impliedly constitutes an endorsement of any goods and/ or services and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

9. Confidentiality and Protection of Personal Data

- 9.1 The Successful Tenderer undertakes that the Successful Tenderer and its servants, sub-contractors and agents will keep in confidence and not disclose to any third party, use or reproduce without CUHKMC's prior written consent any materials, drawings, design or information (whether of a commercial or technical nature or otherwise) acquired from CUHKMC in connection with this Tender other than disclosure to those persons to whom it is necessary to supply such information or such use necessary to enable performance of this Tender. The Successful Tenderer shall not use the expertise evident therein in any manner detrimental to the interests of CUHKMC. The Successful Tenderer is required to sign the Confidentiality Undertaking to CUHKMC.
- 9.2 Nothing contained above shall apply to prevent the Successful Tenderer from disclosing any information:
- a. in its possession (with full right to disclose) prior to receiving it from CUHKMC; or
 - b. which is or later becomes public knowledge other than by breach of this Clause; or
 - c. which it may independently develop or receive from a third party (with full right to disclose).
 - d. which it is compelled to disclose by applicable law; rules or regulations or directors of CUHKMC or any supervisory authority exercising control over it.
- 9.3 This Clause shall survive the expiry or early termination of this tender.
- 9.4 Upon the completion, expiry or termination of this Tender, the Successful Tenderer shall return to CUHKMC all the documents and materials covered by this Clause which have been supplied by CUHKMC to the Successful Tenderer to enable performance of this Tender.
- 9.5 The Successful Tenderer shall procure that all its staff and appointed sub-contractors and agents involved in the performance of the Services sign a confidentiality undertaking prior to commencing any work in accordance with this Tender.
- 9.6 Personal Data Privacy
- a. The Successful Tenderer shall and shall procure its employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time)

(Personal Data”) collected by and provided to the Contractor for the purpose of this Agreement.

- b. The Successful Tenderer shall not keep Personal Data longer than is necessary for the fulfilment of the purpose (including any directly related purpose) for which the same are or to be used. The Successful Tenderer shall:
 - i. return, destroy or permanently erase all such Personal Data;
 - ii. destroy or permanently erase all copies of such Personal Data made by the Successful Tenderer; and
 - iii. use all reasonable endeavours to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies made by it or him, in each case, save to the extent that the Successful Tenderer or the recipients are required to retain any such Personal Data by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.
- c. The Successful Tenderer shall take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of Personal Data collected by or transferred to it having particular regard to:
 - i. the kind of Personal Data and the harm that could result if any of those things should occur;
 - ii. the physical location where the Personal Data are stored;
 - iii. any security measures incorporated (whether by automated means or otherwise) into any equipment in which the Personal Data are stored;
 - iv. any measure taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
 - v. any measures taken for ensuring the secure transmission of Personal Data.

10. Performance Monitoring

- 10.1 CUHKMC Representative will monitor the performance of the Successful Tenderer from time to time including without limitation the following specific aspects of its performance:
 - a. Quality of the management;
 - b. Standard of services provided by the Successful Tenderer;
 - c. Customer, visitor and staff satisfaction of the Successful Tenderer, its staff and service.
- 10.2 The Successful Tenderer shall establish, document, implement and maintain a quality assurance programme, associated performance plan and procedures throughout the contract period.

- 10.3 The Successful Tenderer shall report to CUHKMC any incidents including but not limited to complaints, criminal damage to CUHKMC properties, and theft cases.
- 10.4 CUHKMC shall have the right to conduct periodic and annual appraisal on the performance of the Successful Tenderer and request the Successful Tenderer for any improvements as deemed necessary by CUHKMC.

11. Occupational Safety and Health (“OSH”)

- 11.1 The Successful Tenderer shall, so far as reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees performing the Successful Tenderer's obligations under this Contract. The Successful Tenderer shall, for the purpose of this Contract where applicable:
- a. Provide and maintain plant and systems of work that are safe and without risks to health;
 - b. Conduct regular work safety risk assessment exercises and make arrangements to ensure the safety and absence of risks to staff's health in connection with the use, handling, storage and transportation of plant or substances;
 - c. Provide adequate information, instructions, resources, training and supervision to its employees on work safety and infection control (NB must comply with CUHKMC's PPE requirements and standards for different work locations based on infection risk perceived during infection outbreak);
 - d. Maintain the workplace, including ingress and egress thereto, as far as is within its control, safe and without risks to health;
 - e. Comply with CUHKMC's infection control policy guidelines and procedures, CUHKMC's house rules and emergency procedures;
 - f. Conduct and monitor OSH compliance;
 - g. Keep and provide proper documentation of training records, duty rosters, incident reports, audit and inspection records and personal particulars of staff, if required by CUHKMC; and
 - h. Ensure its employees take care of the safety and health of other persons who may be affected by their act of omission and co-operate with CUHKMC Representative and such other persons to ensure compliance with any applicable statutory requirements.
- 11.2 The Successful Tenderer shall fully indemnify CUHKMC from and against all claims, actions, proceedings, demands and suits brought against and/ or fines and penalties imposed on CUHKMC arising directly or indirectly out of or in connection with the failure of the Successful Tenderer to comply with part or any other obligations imposed under any applicable statutory requirements, including the Occupational Safety and Health Ordinance (Cap 509) and all costs and expenses in connection therewith.

12. Contracts (Rights of Third Parties) Ordinance

The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to this Contract shall be entitled to enforce any right or term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

13. Wages Paid to the Staff by the Tenderer

- 13.1 CUHKMC looks to the Successful Tenderer to ensure that the working hours of its staff and the wages that they get from working in Hong Kong align with market practice on working hours and at least meet the statutory minimum wage levels. The Successful Tenderer shall refer to the latest legislation enacted by the Government of HKSAR regarding minimum wage.
- 13.2 The Successful Tenderer must also note that if there is an upward adjustment in the minimum wage level before the commencement date of the Contract, the Successful Tenderer must pay its staff wages which align with the latest statutory minimum wage level. However, such adjustment to staff wages does not apply if there is any downward adjustment in the minimum wage level.
- 13.3 Tender submission which does not comply with the requirements in Clause 13.1 and 13.2 above shall not be considered. The wages set out in the corresponding Schedule/specification, if agreed with CUHKMC, shall be referred to as "Wages for Contractor's Employees" under this Contract, as the case may be.
- 13.4 Tenderer shall be noted that wages for the Successful Tenderer's staff are exclusive of allowances payable by the Successful Tenderer. Tenderer must pay the wages to its staff either in the form of direct bank transfer or cheque payment. CUHKMC reserves the right to ask the Successful Tenderer to show proof of salary payment to the staff for inspection under the Contract.
- 13.5 Tenderer shall be responsible for the costs of all operational and administrative expenses, as well as the depreciation of all assets and equipment. No fee or deposit, under whatever title, shall be collected from its staff.
- 13.6 The Successful Tenderer shall ensure that the monthly wages rate payable to its staff henceforth shall not be lower than the average monthly wage rates for the equivalent post published in the latest edition of the Census and Statistics Department's Quarterly Report of Wage and Payroll Statistics, or the latest legislation enacted by the Hong Kong Government of HKSAR regarding minimum wage if applicable and whichever is higher.

14. IT and Equipment

- 14.1 The importance and success to an efficient, safe, accurate, and cost-effective operations, shall be heavily driven by the equipment and information systems that support the integrated facility services.
- 14.2 The Successful Tenderer shall ensure that there is a "track and trace" and location tracking system with real-time monitoring capability to manage the security services.

- 14.3 In light of the interfacing of the IT systems between the Successful Tenderer and CUHKMC, precautionary and proactive measures shall be adopted to ensure that CUHKMC's IT system will not be comprised, weakened, corrupted or become vulnerable to unauthorised access due to the interfacing with the Successful Tenderer, if any.
- 14.4 The Successful Tenderer shall be able to provide system resilience and disaster recovery to ensure that the specified service levels can be maintained in case of a localised failure of system components, and to ensure basic survival of vital business processes in a disaster situation.

15. Declaration on Convictions to Hong Kong Ordinances

The Tenderer has to make declaration on its convictions to the Hong Kong Ordinance as listed in Schedule 21 (Declaration on Convictions to Hong Kong Ordinance) of Part VII (Schedules of Submissions). This declaration is a mandatory requirement for the Tender assessment. The Tender offer shall not be considered, if prior to the Tender Closing Date, the Tenderer had any conviction under the aforesaid Ordinances.

Convictions will be counted for both the Government and private Contracts and by the numbers of Summons convicted. CUHKMC will not consider the tender further or terminate the Contract if the tenderer is subsequently found to have made a false declaration at the tendering stage.

16. Warranties

- 16.1 The Successful Tenderer warrants that it has been issued with a current permit which has not been withdrawn, cancelled, modified or suspended and which authorises the Successful Tenderer to perform the Services and any matters incidental to the performance of the Services and further warrants that it shall maintain and renew such permit during the term.
- 16.2 The Successful Tenderer warrants that the Services will be performed by competent persons who shall hold all necessary and valid permits and licences as may be required by law to perform such Services. Relevant proof should be provided to CUHKMC to facilitate the periodic random checking.
- 16.3 The Successful Tenderer warrants that no announcement or publicity concerning this Contract or any matter ancillary thereto shall be made by the Successful Tenderer without the prior consent of CUHKMC.
- 16.4 The Successful Tenderer undertakes to forthwith remedy free of charge to CUHKMC any failure or defect in the Services.
- 16.5 The Successful Tenderer undertakes to rectify any faulty or inadequate Services forthwith by appropriate action as determined at CUHKMC option.
- 16.6 The Successful Tenderer's liability under this clause shall be in addition to any warranty or condition, express or implied, statutory or otherwise as to the merchantability or fitness for a particular purpose of the Services or any part thereof or relating to the supply of services generally.

17. Assignment and Sub-Contracting

- 17.1 The Successful Tenderer shall not assign this Contract or any part thereof without the prior written consent of CUHKMC. Any assignment or subcontract made without such consent shall be of no effect.
- 17.2 Unless otherwise agreed with CUHKMC, the Successful Tenderer shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or subcontract.
- 17.3 The Successful Tenderer shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and it shall be responsible for the acts, defaults or neglect of any sub-contractor as if they were the acts, defaults or neglect of the Contractor. CUHKMC may require any or all details of any sub-contract to be divulged to him prior to granting its consent above.

18. Termination

- 18.1 CUHKMC shall have the right to terminate the Contract at any time upon written notice of one (1) month to the Successful Tenderer, if: -
- a. the Successful Tenderer becomes subject to an Insolvency Event;
 - b. the Successful Tenderer has committed a breach of the Contract which cannot be rectified or, if such breach is rectifiable, it has failed to rectify the breach within thirty (30) days of receiving a notice of the breach;
 - c. the Successful Tenderer, its affiliates or the Successful Tenderer Personnel breach the agreement in accordance to Confidentiality, Personal Data or Anti-bribery;
 - d. the Successful Tenderer has failed to achieve the Key Performance Indicators six (6) or more times in any six (6) consecutive months;
 - e. the Successful Tenderer has breached any applicable Law, or has failed to obtain or maintain any licence, certificate, authorisation or approval required in order to provide the Services;
 - f. any personal injury, property damage or death arising out of or in relation to the Successful Tenderer, the Successful Tenderer Personnel or its affiliates actions or omissions;
 - g. any third party claim, action or proceedings made against CUHKMC or the Successful Tenderer, that arises out of or in relation to the Services or the actions or omissions of the Successful Tenderer, the Successful Tenderer Personnel or its affiliates;
 - h. the Successful Tenderer misappropriate, misuse or make any unauthorised use of CUHKMC Materials, Developed Materials or any other Intellectual Property Rights of CUHKMC;
 - i. the applicable Law or any change in the applicable Law or the practice of the Government Authorities causes or shall cause this Agreement to be in breach of the applicable Laws or requirements of the Government Authority; and

- j. a Government Authority directs, orders, instructs or issues a notice requiring the termination of this Agreement, or the Successful Tenderer to cease its business activities (in whole or in part), or informs either Party that this Agreement (in whole or in part) is or will be a breach of any applicable Laws.
- 18.2 Notwithstanding anything in this Agreement to the contrary, if a failure of performance on the part of the Successful Tenderer caused by a Force Majeure Event exceeds thirty (30) days, CUHKMC may terminate this Agreement immediately on written notice to the Successful Tenderer.
- 18.3 For the delay of the delivery of products/ services of the agreed timeline to CUHKMC due to the responsibility of the Successful Tenderer, CUHKMC may consider issuing written warning. Upon receiving three (3) times of the written warning, CUHKMC shall reserve the right to terminate the Contract.
- 18.4 Upon the termination of the Contract, the Successful Tenderer shall immediately deliver to CUHKMC all documents and information held by the Successful Tenderer relating to the Goods and/ or Services.
- 18.5 Upon the termination of the Contract, CUHKMC shall not be liable to the Successful Tenderer for any loss or damages arising out of or in connection with such termination.

19. Insurance

- 19.1 The Successful Tenderer shall effect and maintain the following insurances, in each case with international and reputable insurers, each with an insurer financial strength rating of at least A- by Standard and Poors' and/ or A by AM Best and licensed to undertake insurance business in Hong Kong: -
- a. employer's liability insurance in the amount of not less than two-hundred million dollars (HK\$200,000,000) for each event;
 - b. general third party/ public liability insurance, in the amount of not less than three- hundred million dollars (HK\$30,000,000) for each occurrence and unlimited during the period of policy, such insurance to cover personal injury, bodily injury (including death), property damage liability inclusive of coverage for all premises and operations, independent contractor's liability and contractual liability for this tender; and
 - c. any other appropriate insurance cover in a sum which would be effected by a prudent service provider providing substantially the same services as those provided under this Agreement in respect of third party and public liability.
- 19.2 The Successful Tenderer shall ensure that each insurance policy listed in Clause 19.1 shall name CUHKMC as the additional insured party.
- 19.3 As and when requested by CUHKMC, the Successful Tenderer shall provide reasonable evidence to CUHKMC (as soon as reasonably practicable) that such insurance as specified in Clause 19.1 has been effected in accordance with the corresponding agreement. Furthermore, CUHKMC may again request, and the Successful Tenderer must again provide, such reasonable evidence at any time thereafter.
- 19.4 The Successful Tenderer shall give CUHKMC not less than thirty (30) calendar days' notice of any cancellation or restrictive modification of the insurances.

19.5 The Successful Tenderer shall be solely responsible for any retentions, deductibles and exclusions in the insurance policies referred to in Clause 19.1.

20. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

- 20.1 Conditions of Contract
- 20.2 Tender Brief
- 20.3 Schedule of Submissions
- 20.4 Terms of Tender

PART IV
OFFER TO BE BOUND

1. I/ We, do hereby bind myself/ ourselves to execute orders for any or all of the goods and/ or services specified in the Schedule, which may during the period or periods specified in the Schedule be placed by CUHKMC Representative at the prices quoted in the Schedule free of all other charges, subject to and in accordance with the Terms of Tender and Conditions of Contract.

2. I/ We, also certify that the particulars given by me/ us below, are correct:

2.1 The number of my/ our/ the Company's Business Registration Certificate is

2.2 The date of expiry of my/ our/ the company's Business Registration Certificate is

2.3 I/ We/ the Company is/ are covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:

Policy No. _____

Name of Insurance Company _____

Period covered by the Policy is from _____

Brief particulars of the cover provided and any special conditions are as follows:

3. I am the Secretary/ Managing Director of the Limited company hereinafter mentioned and duly authorised to bind the said Company by my signature.

I am a partner/ We are partners in the firm hereinafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.

The Tender is submitted with CUHKMC and on behalf of _____

Company Limited whose registered office is situated at _____ Hong Kong.

- or -

This Tender is submitted on behalf of myself/ ourselves and the firm known as

_____ of _____

Hong Kong and other hereof namely; (state names and residential addresses of all other partners):

4. In the event of any queries relating to our offer please contact _____
at Tel. No. _____.

5. Name(s) and address(es) of person(s) signing

Signature (s):

Dated this _____ day of _____

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

PART V

TENDEREES' BRIEF

This Tenderer's Brief aims at providing tenderers with general understanding of CUHKMC and should be read in conjunction with the Tender Invitation issued by CUHKMC. The information contained herein is prepared to the best of our knowledge and should not be seen as binding.

Hospital at a Glance

CUHK Medical Centre Limited (“**CUHKMC**”), which operates CUHK Medical Centre (“**the Hospital**”), a non-profit, private teaching hospital, is indirectly wholly owned by The Chinese University of Hong Kong (“**CUHK**”).

CUHKMC is committed to providing innovative and patient-centered healthcare services, with package prices offered for inpatient services. This will bridge the service gap between private and public healthcare sectors by providing high-quality medical services with transparent and affordable pricing to middle-class families, so alleviating the pressure on the public healthcare system.

Situated adjacent to the University MTR station, CUHKMC will offer convenience to our patients and families. A full range of medical services will be provided through dedicated teams of healthcare professionals, including doctors of all major specialties, nurses and allied health professionals. The hospital is planned to provide 516 in-patient beds, 90 day-beds, 28 operating rooms and 38 consultation rooms. Apart from the in-patient services, the hospital also provides a 24-hour clinic, an integrated specialist outpatient clinic and day services in 8 specialized medical centres. Each area is carefully designed to be user-friendly for all ages including patients, visitors and staff. Services and work flows are streamlined to match patient needs and to eliminate unnecessary waiting and transfers. The hospital's model of care is developed with emphases on personal interactions, patient engagement, healthcare innovations, seamless flows and teamwork. As a smart hospital built for the future, state-of-the-art technologies will be used to enhance clinical outcomes of patient care and operational efficiency.

For more information about CUHK Medical Centre, please click into the hospital website: www.cuhkmc.hk

PART VI
TENDER BRIEF

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1. Purpose

The CUHK Medical Centre Limited (CUHKMC) invites Tenderer to submit a tender proposal for the Provision of Security Services for CUHKMC.

2. Background

Security is a crucial component in healthcare facility's maintenance. Thus, CUHKMC intends to engage a security service provider to carry out the best methodology to achieve the mission of enhancing the service standard and strengthening the security of the hospital with the greatest efficiency. In addition, as a smart hospital located in Hong Kong, CUHKMC aims to integrate the overall facility management services with the application of Internet of Things (IoT) and other advanced technologies if applicable, in order to facilitate the workflow and to reduce the manpower required.

3. Term

3.1 The Contract shall be for a period of thirty-six (36) months tentatively commencing from 1 September 2023 to 31 August 2026.

3.2 Subject to the agreement by the other Party, either Party may by notice to the other Party, not less than six (6) months before the end of 31 August 2026, renew this Contract for a further term of twenty-four (24) months upon the same terms and conditions of this Contract.

3.3 The Successful Tenderer shall provide security services during the contractual periods for an initial term of three (3) years under this Tender.

The tentative timeline related to the security services is as follows:

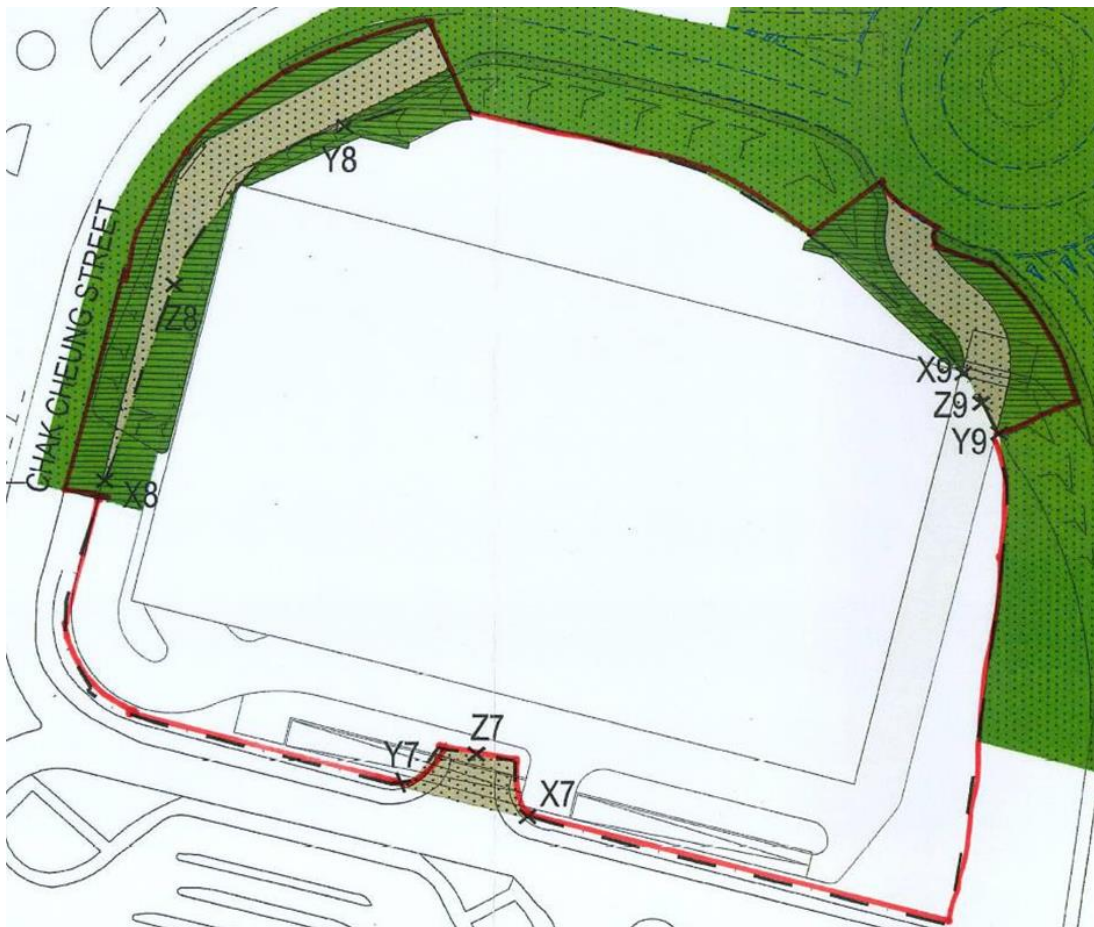
Activity	Tentative Timeline
Invitation to Tender	9 December 2022
Submission deadline of the Tender	8 February 2023
Tender evaluation (Tender presentation and site visit)	February to April 2023
Award of Tender	April 2023
Formulate workflow, KPI, Standard of Procedures (SOP), duty arrangement, operational schedule and application of IoT on various services with the Successful Tenderer	April to September 2023
Submission of equipment list and uniform sample for approval	June 2023
Testing of security system and automated equipment	August 2023

Activity	Tentative Timeline
Confirmation of operation guideline, workflow and checklist	August 2023
Submission of management team list, monthly staff duty roster with relieving mechanism, equipment and materials list	August 2023
Readiness for launch of services (including system and equipment)	Mid of August 2023
Commissioning of services	1 September 2023

4. Scope of Services

- 4.1 The Successful Tenderer shall provide security services in a professional manner and to the satisfaction of CUHKMC, so as to maintain the safety and order of the hospital. The Successful Tenderer shall provide staff with management and coordination of work for the security services. Job rotation for staff may be required due to operational needs.

CUHKMC is located at No. 9 Chak Cheung Street (Provisional); its area bounded in red is shown in the following map.



- 4.2 Successful Tenderer's staff may be required to work outside CUHKMC, e.g. accompany staff to policy office, with the locations of which confined to Hong Kong.
- 4.3 Detailed requirements of the provision of the Security for CUHKMC are described in Section 6 (Tender Specifications) of Part VI (Tender Brief). It shall serve as guidelines for the services required.
- 4.4 Tenderer is required to submit proposals including the completion of the listed Schedules under Part VII (Schedules of Submissions) for CUHKMC's consideration and/ or assessment that will be implemented by the Tenderer in achieving the requirements set out in this Tender.
- 4.5 The Successful Tenderer shall be able to provide IoT application to the Security, which may require system interface with the systems and/ or IT infrastructure provided by CUHKMC, in order to facilitate the location tracking and job assignment of security services. Tenderer is required to submit the Innovative Proposal in Schedule 17 (Innovative Proposal to Meet CUHKMC's Security Services Improvement Needs).

5. Pricing Models and Payment Mechanism

- 5.1 Tenderer shall submit tender prices with a detailed and itemised breakdown as specified. Such submission will be included as Schedule 1 (Price Schedule) of Part VII (Schedules of Submissions). The tender prices shall include all other costs incurred by the Tenderer in performance of the service.
- 5.2 Payment shall be made in Hong Kong Dollars unless otherwise specified by the Successful Tenderer and agreed with CUHKMC.
- 5.3 The payment shall be made monthly. The Successful Tenderer shall submit invoice to CUHKMC with supporting documents for the services performed during the preceding month for CUHKMC to arrange payment of the services charge. The payment by CUHKMC will be subject to the Successful Tenderer's compliance with its duties and obligations.
- 5.4 Payment for the Successful Tenderer shall be made against the invoice addressed to CUHKMC Representative and should be the subject of all the copies of Security bill accompanying the invoice. Unless otherwise agreed with CUHKMC Representative, no payment for goods and/ or services delivered will be made until the same are deemed to have been accepted. Once accepted, payment will be made within thirty (30) days of receipt of invoices with the supporting documents.
- 5.5 The Successful Tenderer shall ensure the sufficient manpower to be provided to CUHKMC. CUHKMC will confirm the manpower requirement forty-five (45) days in advance. The Successful Tenderer shall submit monthly roster thirty (30) days in advance for CUHKMC's approval. In addition, the Successful Tenderer shall also ensure effective relieving mechanism in place.
- 5.6 In any case the Successful Tenderer provide less than ninety percent (90%) of the daily required manpower, CUHKMC reserves the right to deduct twenty percent (20%) of the daily manpower payment on that day regardless of the man-hours provided, if any. An example is illustrated as follows:

Example:		1. Required manpower = 100 staff 2. Man-hour provided per day = 8 hours 3. Hourly rate per man-hour = \$50		
Scenario	Manpower provided	Original <u>daily</u> manpower cost (HKD)	20% deduction (HKD)	Total amount to be paid by CUHKMC (HKD)
A	100 staff (100%)	100 staff x \$50 x 8 hours = \$40,000	Nil	\$40,000
B	90 staff (90%)	90 staff x \$50 x 8 hours = \$36,000	Nil	\$36,000
C	89 staff (89%)	89 staff x \$50 x 8 hours = \$35,600	\$7,120	\$28,480
D	70 staff (70%)	70 staff x \$50 x 8 hours = 28,000	\$5,600	\$22,400

5.7 The pricing model shall be input-based (also known as headcount-based) for this Tender.

5.8 Input-based model refers to the service provisions based on the specifications, in which the service provider essentially delivers some predetermined resources within the contract period at an agreed price while output-based model refers to the service provisions based on the specifications, in which the service provider is to focus on figuring out the most efficient and cost-effective way to meet the required standard.

6. Specifications

This part calls for provision of security services for CUHKMC with duties and working hours mentioned in below clauses (or any hours as requested by the hospital due to the operational needs) for a contract period of thirty-six (36) months (Mondays to Sundays, including Public Holidays) under the same price, terms and conditions, and also with an option for the Hospital for drawing additional security manpower under the same price, terms and conditions at CUHKMC as mentioned in **Schedule 1 (Price Schedule)**.

All security guards will be required to attend duty when typhoon signal no.8 or above and black rainstorm signal is hoisted, and at times of other emergencies.

All specifications are classified as mandatory. The tender submissions will NOT be considered unless the Tenderer fully meets the following mandatory requirements.

Tenderer is required to provide the Statement of Compliance with this Tender in **Schedule 2**.

CUHKMC reserves the right to ask the Tenderer to provide supporting documents to demonstrate the compliance of the specifications.

Please note that some documents are only available for viewing after signing the Confidentiality Non-Disclosure Agreement with CUHKMC, please contact CUHKMC at procurement@cuhkmc.hk to obtain the agreement for signature. The Tenderer shall take note that the layout plan is still subject to amendment due to site constraints and/or statutory approval requirements during the course of construction.

6.1 General Requirements

- A1 The Successful Tenderer shall fulfil the requirements of the corresponding standards on support services mentioned in “Code of Practice for Private Hospitals” issued by Department of Health of Hong Kong Special Administrative Region Government.
- A2 The Successful Tenderer shall possess a Security Company license in accordance with the Security and Guarding Services Ordinance (SGSO).
- A3 Requirements applicable to security business and relevant to Security Services issued by the Security and Guarding Services Industry Authority.
- A4 All security guards must possess the valid Security Personnel Permit (Category A & B) that issued by Hong Kong Police Force under the Security and Guarding Services Ordinance (Cap. 460) and provide a copy for reference.
- A5 All security guards must have a valid Certificate of training course recognised by Security and Guarding Services Industry Authority.
- A6 All security guards must have a valid Construction Industry Safety Training Certificate (Green Card).
- A7 The Successful Tenderer should comply with occupational safety and health requirements applicable to security business and relevant to Security Services issued by the Labour Department.
- A8 The Successful Tenderer must provide the insurance including Public Liability and Employee Compensation.
- A9 The Successful Tenderer shall provide insurance coverage to his staff or his equipment for performing duty under any weather conditions.
- A10 The Successful Tenderer shall provide the relevant documents of the organizational structure and line of authority.
- A11 The Successful Tenderer shall comply with CUHKMC’s policy, guidelines, procedures and house rules at all time.
- A12 For the security service provided by the Successful Tenderer, the service area shall be referred to the layout plan as found in Appendix 1 (Layout Plan of CUHKMC).
- A13 Security guards shall station at the designated access points for access control such as hospital entrance, building entrance, main entrance, entrance of isolation wards and surveillance wards, hospital lobby, entrance and waiting area of Emergence Medicine Centre, open space including carpark, fencing area, essential facilities or other areas as assigned by CUHKMC.

- A14 For all the work which may require cooperation with other parties, the Successful Tenderer shall coordinate for the details with the parties involved, which include but not limited to: -
- CUHKMC
 - Fire Services Department
 - Electrical and Mechanical Services Department (EMSD)
 - CLP Group
- A15 The Successful Tenderer shall be responsible for taking safety precautions for all works to eliminate danger to any person or property of others.
- A16 The Successful Tenderer shall ensure compliance with regulatory requirements (where applicable), to maintain standard of performance and to safeguard safety of users on all areas of the services provided.
- A17 At the CUHKMC's discretion, CUHKMC's staff or other assigned personnel shall attend the cases and execute all the work necessary to maintain the standard of any services, while the cost will be recovered from the Successful Tenderer.
- A18 The Successful Tenderer shall advise CUHKMC for continuous quality improvement in terms of Security.
- A19 The Successful Tenderer is required to provide trial service or demonstration when necessary.
- A20 The Successful Tenderer shall provide the information in the Schedule 1 (Price Schedule) based on 9-hour shift, including unpaid meal break, for all types of staff, where the total contractual sum of the value shall be accepted within twenty percent (20%) variance.
- A21 In the event of discrepancies between English and Chinese versions of the files, the English version shall prevail.
- A22 During the contract period, CUHKMC may terminate the Contract by giving to the Tenderer not less than thirty (30) days' notice in writing of such termination. Upon such termination of the Contract, the Tenderer shall then be entitled to receive only a proportional amount of the service charges set out or referred to in Schedule 1 (Price Schedule) hereto. Where any payment has been made in advance the Tenderer shall pay back to CUHKMC a proportional rebate of such charges.

6.2 Duty Schedule and Duties

The Successful Tenderer shall comply with the following mandatory requirements:

- B1 The Successful Tenderer shall provide security services to CUHKMC. The services provided shall include provision of security guard services for carrying out access control, crowd control, security patrol, patient escort or other duties assigned by CUHKMC.

- B2 The Successful Tenderer should provide continuous security services all-year-round. The duty schedule should consist of three (3) shifts and the below postings are based on a 9-hour shift basis, including unpaid meal break: (i) access control duty and security support; (ii) patrolling; (iii) supervision; (iv) emergency support; (v) traffic control; and (vi) any other security duties.
- B3 Security guards shall perform access control, crowd control, queueing control, patient escort and supervise queueing and seating, or any other duties as assigned by CUHKMC.
- B4 Security guards shall direct visitors within CUHKMC compound.
- B5 Security guards shall remind public, patient and staff to follow the latest hospital policy when entering the hospital.
- B6 Security guards shall check the Identity card/Staff card of persons entering hospitals at the designated areas.
- B7 Security guards may assist to take measurement of human temperature at the designated area.
- B8 Security guards may need to answer general enquiries of patients/ public with courtesy.
- B9 Assist to restrain patients upon request from CUHKMC.
- B10 Escort patients and visitors and provide Patient Transportation Service if needed.
- B11 Security guards shall report any traffic or security related incident to CUHKMC.
- B12 All security guards shall be punctual to work and record the arrival and departure time daily by means of attendance record system.
- B13 Security guards may station at locations to be specified from time to time.
- B14 Security guards may impound and remove or to assist CUHKMC's staff in impounding and/ or removing in such manner permitted by the Road Traffic (Parking on Private Roads) Regulations Chapter 374 of the Laws of Hong Kong any vehicle within CUHKMC which is parked in contravention of such Regulations.
- B15 Security guards may report to CUHKMC Representative on any abandoned or suspicious vehicles within areas of CUHKMC.
- B16 Security guards may maintain occurrence books provided by CUHKMC with the following details in the format agreed with CUHKMC: -
- Details of all incidents, emergencies, damages; and
 - Any other information requested by CUHKMC.
- Security guards should follow the policies and procedures provided by CUHKMC for handling all incidents and other unexpected happening.
- B17 Security guards may control and record all in/ out patient and visitors according to guidelines and protocols set out by CUHKMC when requested.
- B18 Security guards may direct all authorised visitors to comply with the infection control regulation and the No Visiting Policy in wards (if any): -
- Enforcing respective visiting hours of wards;
 - Collecting visitors' personal data according to CUHKMC's requirement;
 - Enforcing the CUHKMC's infection control policy; and
 - Handling enquiries from visitors

- B19 Security guards may operate and monitor CCTV, alert and alarm systems, and test the functionality of the call bell periodically.
- B20 Security guards may handle members of the press and mass media according to given instructions from CUHKMC.
- B21 Security guards may patrol in accordance to the schedule and routes agreed with CUHKMC, including but not limited to the fire-resisting doors and emergency exits.
- B22 Security guards may prevent any person from selling, offering, hiring, advertising, video- recording and photo-taking in CUHKMC without permission of CUHKMC.
- B23 Security guards may ensure the security equipment related keys are safely kept.
- B24 Security guards may patrol in accordance to the schedule and routes agreed with CUHKMC, including but not limited to the fire-resisting doors and emergency exits.
- B25 Security guards may refuse the entry into CUHKMC with valid reason, unless seeking medical needs as patients, who is: -
- Under the influence of alcohol or drugs;
 - Offensively unclean in person or dress;
 - Insufficiently dressed; or
 - Likely to cause nuisance.
- B26 Security guards may prohibit any person without consent of corresponding parties, from: -
- Using any language likely to cause annoyance to others;
 - Making use of naked flame;
 - Making noise;
 - Taking photos or recording; or
 - Interfering the equipment.
- B27 Security guards may direct anyone to leave CUHKMC who refuse admonition of the prohibited behaviour.
- B28 Security guards may assist to handle any violence incident in all areas of CUHKMC.
- B29 Security guards may report any emergency incidents in Appendix 3 to CUHKMC and submit written reports when necessary.
- B30 Security guards may report any breakage or defect of the facilities or fittings observed to the supervisors or CUHKMC.
- B31 Security guards may report cases of suspicious ‘loitering’ and take appropriate action whenever necessary.
- B32 Security guards may report any accumulation of rubbish or other stuff in public area to CUHKMC.
- B33 Security guards may maintain the unobstructed access for all emergency vehicles.
- B34 Security guards may manage the vehicular access and traffic control upon requested by CUHKMC.
- B35 Security guards may provide reasonable assistance to vehicles with visitors urgently seeking medical assistance.
- B36 Security guards may provide crowd control within the area of the hospital when requested by CUHKMC.

- B37 Security guards may take into possession for any found property and hand to CUHKMC with the details recorded immediately.
- B38 Security guards may attend to all emergencies occur in CUHKMC, where the list of emergencies shall be found in Appendix 3.
- B39 Security guards may coordinate with other teams when there is breakout of accidental or emergency events e.g. lift trapped.
- B40 Security guards may ensure all windows and doors in the public areas and vacant accommodation are secured throughout rainstorms or typhoons, and to check that surface channels, drains, and gutters and rainwater outlets on roofs are free from blockage and to report to the relevant maintenance office immediately if found blocked under rainstorm or Typhoon Signal No. 3 or above.
- B41 There should be twenty-four (24) hours support from Tenderer's control centre (on/off duty monitoring, telephone support and incident backup etc.)
- B42 There should be twenty-four (24) hours support from the mobile patrol supervisor team (incident back up, on-site training and irregularity post visit etc.)
- B43 The Successful Tenderer shall provide a contact person to liaise with CUHKMC's Emergency Call Centre.
- B44 Unless otherwise specified, the Emergency Service shall be provided at any time.
- B45 Any unattended appointment, including missed appointment and inaccessibility to the premises, shall be reported to CUHKMC.

6.3 Manpower Requirement

- C1 Working location and working hours can be changed subject to hospital operational needs.
- C2 CUHKMC shall have an option to change the number of security guards, under the same unit cost per security guard as stipulated in this contract subject to operational needs.
- C3 The Successful Tenderer should provide continuous service during the prescribed service hours, arrange relievers by the same qualification when original staff is on all kinds of leave including sick leave, injury-on-duty leave, public holidays, rest days, annual leave etc. If urgent leave is required, relievers shall be arranged within one hour.
- C4 If changing of security guard is required, the Tenderer shall inform CUHKMC at least four (4) hours before the arrangement with CUHKMC's consent.
- C5 The Successful Tenderer shall refer to the manpower requirement to provide sufficient manpower to CUHKMC on daily basis.
- C6 If the security staff/ the reliver cannot report duty on time, any additional cost incurred shall be borne by the tenderer. The hours of absence will be deducted in the invoice of that month and rounded off to the nearest half hour.
- C7 The Successful Tenderer shall ensure that at any time supplying adequate staff in accordance with the requirement of CUHKMC.

The tentative manpower requirement of the security service is only available for viewing after signing the Confidentiality Non- Disclosure Agreement with CUHKMC.

Corresponding measures will be taken by CUHKMC if insufficient manpower is provided in accordance with the Pricing and Payment Mechanism (Clause 5).

- C8 The Successful Tenderer shall provide the information in the Schedule 1 (Price Schedule) based on 9-hour shift, excluding meal break, for all types of staff, where the total contractual sum of the value shall be accepted within twenty percent (20%) variance.
- C9 For ad hoc security guard service, the tenderer shall be ready to provide the security guard service within twenty-four (24) hours after receiving notice from CUHKMC. In ad hoc/urgent cases, the tenderer shall provide name(s) of security guards(s) at least four (4) hours before reporting duty.
- C10 CUHKMC reserves the right to reschedule or cancel any scheduled jobs by giving notice to the Successful Tenderer five (5) calendar days in advance.
- C11 The Successful Tenderer shall suggest its relieving mechanism for the replacement to fill up the absentees.
- C12 The Successful Tenderer shall provide on-site training for one/ two day(s) for replacement staff prior to the commencement of their duties, in order to ensure the staff employed are fully familiarized with the duties of the posts. The relevant training records should submit to CUHKMC.
- C13 The Successful Tenderer shall ensure the sufficient manpower to be provided to CUHKMC. CUHKMC will confirm the manpower requirement forty-five (45) days in advance. The Successful Tenderer shall submit monthly roster thirty (30) days in advance for CUHKMC's approval. In addition, the Successful Tenderer shall also ensure effective relieving mechanism in place.
- C14 The Successful Tenderer shall submit the corresponding reports/ documents of non-urgent/ non-emergent cases to CUHKMC for within one (1) week unless otherwise specified.
- C15 The Successful Tenderer shall submit the corresponding reports/ documents of the urgent/ emergent cases to CUHKMC for within two (2) calendar days unless otherwise specified.

6.4 Supervision and Management

- D1 The Successful Tenderer shall conduct regular on-site monitoring of security guards at least one time per week. Before the site visit, the subject officer shall inform CUHKMC.

- D2 In case any deficiency be revealed in the course of the view, the Successful Tenderer shall be responsible for providing additional technically competent staff as required by CUHKMC to make up such deficiency at no extra cost to CUHKMC and within reasonable period of time as mutually agreed with both parties.
- D3 The Successful Tenderer shall nominate one person to act as the contact point who shall be accepted by CUHKMC.
- D4 The Successful Tenderer shall also provide the management staff for the coordination of the service which shall be responsible for: -
- Supervision of the staff provided by its own
 - Coordination and assignment of jobs for security staff
 - Clerical work including submitting minutes of meeting with CUHKMC
 - Submission of corresponding reports to CUHKMC timely
- D5 The following are the requirements of Supervisors: -
- As the main contact point with CUHKMC
 - In charge of the scheduled and ad-hoc service
- D6 The Successful Tenderer shall send representative to attend regular meetings with CUHKMC to review the field of work and the work performance.
- D7 The Successful Tenderer shall provide adequate safety training and supervision to the staff. Successful Tenderer shall conduct risk assessment for the above captioned duties by Registered Safety Officer, and shall periodically provide safety instructions/ guidelines/ reports & OSH trainings to staff.
- D8 The Successful Tenderer's staff shall provide the service in a prompt and efficient manner, and in compliance with all hospital in-house rules and guidelines. The Successful Tenderer shall ensure all the necessary action would be taken to maintain the service at the agreed and specified service standards at all times.
- D9 KPI shall be developed in order to maintain the quality of the Security services provided by the Successful Tenderer, which shall be referred to Schedule 25 (KPI of Input-based Pricing Model) about the compliance of KPI.
- D10 CUHKMC reserves the right to terminate the contract with cumulative failure to achieve the KPI six (6) times or above over consecutive six (6) months, details shall be referred to the corresponding schedule.
- D11 The Successful Tenderer shall be responsible for the good conduct of its staff whilst on CUHKMC premises and shall ensure that its staff do not solicit or accept any money or gifts or, unless approved by CUHKMC, perform any other work or employment (whether paid or unpaid) whilst deployed to provide the Services at CUHKMC. The Successful Tenderer shall further ensure that its staff shall not use any part of CUHKMC area for any purpose unrelated to its duties hereunder.
- D12 The Successful Tenderer's staff must be confirmed to be suitable for work in CUHKMC in the assessment held by CUHKMC.
- D13 CUHKMC will review the strength of the Successful Tenderer's staff regularly.
- D14 Whenever any of the reviewed staff's performance is below standard, the Successful Tenderer shall be responsible for the provision of extra competent staff.

D15 CUHKMC shall have the right for changing of security guard due to poor or substandard performance.

6.5 Uniform and Accessories

- E1 Security guards shall wear tidy and clean uniform whilst on duty.
- E2 Uniform of all the staff performing Security shall be provided by the Successful Tenderer. Production sample of the uniform shall be provided by the Successful Tenderer for CUHKMC's approval.
- E3 Uniform laundering shall be provided at no extra cost to CUHKMC. The Successful Tenderer shall submit proposal for the laundering of uniforms for recording purpose by CUHKMC.
- E4 The Successful Tenderer shall ensure that at all time it will supply adequate consumables, tools, equipment and other materials to efficiently and properly fulfil its obligations under this contract. The Successful Tenderer shall provide at its own cost for the equipment and tools not provided by CUHKMC, and repair/ replace once they are found faulty or unusable. All the relevant records should be documented properly and provided to CUHKMC upon request.
- E5 The Successful Tenderer shall be responsible for removing any disposable apparatus or tool properly.
- E6 The Successful Tenderer should provide post accessories, including Attendance Book and Occurrence Book, in which, the documents and materials must return to CUHKMC upon the termination of this Contract.
- E7 The Successful Tenderer shall maintain proper records and reports including those of staff training, inspection and equipment maintenance as required by CUHKMC. Equipment list with specification shall be submitted to CUHKMC for record.
- E8 For identification, the Successful Tenderer shall provide its staff for this contract staff cards, which shall be worn at visible position on the uniform. Sample of the staff card shall be submitted in advance prior to the commencement of the contract to the Hospital for approval.
- E9 The staff provided by the Successful Tenderer shall be responsible for keeping his/ her own working station and the Hospital clean and tidy, including all the tools to be used by the staff.
- E10 The Successful Tenderer shall provide the details of tools that will be provided for CUHKMC in Schedule 5.
- E11 The Successful Tenderer shall be solely responsible for and shall provide and maintain (where appropriate) at its own cost and expense adequate quantities of all necessary systems and equipment to perform the Security services. CUHKMC will provide the Personal Protective Equipment (PPE), including gloves, gown/apron, particulate respirator, eye protection and cap only.
- E12 All the tools and equipment shall be stored at proper locations in order not to cause obstruction.

6.6 Application of IoT or Other Innovative Applications

- F1 The Successful Tenderer shall include IoT application in CUHKMC's Security services.
- F2 The Successful Tenderer shall introduce e-patrolling system to improve efficient and reliability of the Security services.
- F3 The Successful Tenderer shall provide monthly report with key performance data for record and inspection.
- F4 The Successful Tenderer shall manage the applications in order to support the corresponding Security services.
- F5 The Successful Tenderer shall be able to share online dashboard or reporting generated by the IoT applications and may have to create operation level dashboards for hospital review purpose.
- F6 The Successful Tenderer is encouraged to bring in any other innovative systems or equipment to facilitate the Security services.

7. Property

If any of CUHKMC's property has been provided to the Successful Tenderer for use under this Tender, the Successful Tenderer shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of Successful Tenderer or his servants, workmen or agents, the Successful Tenderer shall pay for the same total original cost. A count of CUHKMC's property which has been provided by CUHKMC to the Successful Tenderer for use may be made at any time by CUHKMC and the Successful Tenderer shall render such assistance as is necessary this purpose.

8. IT and Equipment

- 8.1 The importance and success to an efficient, safe, accurate, and cost-effective operations, shall be heavily driven by the equipment and information systems that support the service of security service.
- 8.2 The Successful Tenderer shall ensure that there is a "track and trace", location tracking and job assignment system with real-time monitoring capability to manage the security services.
- 8.3 In light of the interfacing of the IT systems between the Successful Tenderer and CUHKMC, precautionary and proactive measures shall be adopted to ensure that CUHKMC's IT system will not be comprised, weakened, corrupted or become vulnerable to unauthorised access due to the interfacing with the Successful Tenderer, if any.
- 8.4 The Security system shall support and comply with all requirements described in "CUHKMC IT Security Requirements", which can be found in Appendix 5. Tenderer shall review the document thoroughly, and then fill out the "Security Requirements Compliance Table" near the end of the document accordingly for submission of tender.

- 8.5 The Successful Tenderer shall be able to provide system resilience and disaster recovery to ensure that specified service levels can be maintained in case of a localised failure of system components, and to ensure the basic survival of vital business processes in a disaster situation.

9. Key Performance Indicators (KPI)

The Key Performance Indicators (KPI) shall be developed to appraise the Security’s performance on areas of efficiency and responsiveness, accuracy and reliability and overall management. The Successful Tenderer shall ensure the parameters of the following KPI is in satisfaction in order to promote the quality of the Security provided. CUHKMC and the Successful Tenderer shall hold meetings at agreed intervals to review the performance of the Security. Failure to achieve KPI may lead to the entitlement of termination for CUHKMC with the corresponding details as found in “Termination” in Part III (Conditions of Contract).

Table 1 Key Performance Indicators (KPI)

Description	Key Performance Indicator
1. Work Performance	≤ four (4) cases of violations of hospital guideline/ work requirement in daily operation per month
2. Complaints	a) ≤ four (4) hours report to CUHKMC Representative b) ≤ two (2) complaints every month
3. Incidents	a) ≤ four (4) hours report to CUHKMC Representative b) Investigation reports to be submitted ≤ two (2) working days
4. Emergency Response	≤ five (5) minutes with ninety-five percent (95%) compliance
5. Extreme Weather Management	Conduct full hospital patrol and report to CUHKMC before and after adverse weather
6. Manpower	Provision of a stable manpower and ≤ ten (10) percent of the monthly turn-over rate
7. Staff Behaviour and Grooming	≤ two (2) cases of violations of staff rule and grooming policy per month
8. Injury on Duty	a) ≤ four (4) hours report to CUHKMC Representative b) Investigation reports to be submitted ≤ two (2) working days

9. Property and Equipment	a) ≤ four (4) hours report to CUHKMC Representative if any damage or non-serviceable of any Successful Tenderer's or CUHKMC's property or equipment found b) Investigation reports to be submitted ≤ two (2) working days
10. Joint Inspection	≥ eighty-five percent (85%) satisfactory results in joint inspection round

10. Assessment Criteria

The Tender will be evaluated by a Tender Assessment Panel set up by CUHKMC. A marking scheme with weighting of 60% on Technical Assessment and 40% on Price Assessment will be adopted.

Tender specifications are all mandatory requirements. Full compliance with the mandatory requirements specified in Section 6 (Tender Specifications) of Part VI (Tender Brief) is required. Tender proposals will not be considered further if the mandatory tender requirements cannot be fully satisfied.

Table 2 Assessment Criteria

Assessment Criteria		Weighting
1. Technical Assessment		60%
1.1	Tenderer's operational experience and capability:	35%
	(a) Proven track record, experience of security service in hospitality service, in the immediate past 3 years (e.g. list of clientele/ contract with the same service nature and scale/ similar scope, clients' assessment/ feedback)	25%
	(b) Management experience and the structure of the team to undertake the assignment	
	(c) Capacity in terms of the normal and emergency operations and future expansion plans (e.g. people, IT and infrastructure support, etc.)	10%
	(d) Capital investment (e.g. equipment, facilities and tools, etc.)	

1.2	Quality	25%
	(a) Quality of work plan including methodology, approaches, products, ranges and depth of services, and resources allocated to security services	20%
	(b) Quality management and assurance system	
	(c) Crisis management (i.e. risk management, contingency plan and incident management procedures)	
	(d) Compliance of KPI	
	(e) Staff training and development programme, occupational health and safety programme	
	(f) Innovative Suggestions to meet hospital's security improvement needs	5%
2.	Price Assessment	40%

10.1 Technical Assessment

The weighted technical assessment score of a proposal shall be determined in accordance with the following formula:

$$60 \times \frac{\text{Total technical score of the conforming proposal being assessed}}{\text{The highest total technical score among all the conforming proposals}}$$

Any proposals which score less than 30 marks in the Technical Assessment will be considered disqualified and shall not be proceeded to Price Assessment.

10.2 Price Assessment

The price assessment is calculated as follows:

$$40 \times \frac{\text{Lowest Tender price among the conforming proposals}}{\text{Tender price of the proposal being assessed}}$$

10.3 The Tender proposal obtained the highest combined score, i.e. technical score plus price score, would be recommended for acceptance.

11. Submission Requirement

Tender submissions without full submission of the following requirements may not be considered.

Two-Envelope Bidding

This Tender shall be conducted in a two-envelope bidding process. Tenderer must submit the technical and price information in **two separate sealed envelopes**, one marked with the word "Technical Proposal" and the other with "Price Proposal" in the following manner:

Technical Proposal: contains Part IV Offer to be Bound and Schedules of Part VII, **EXCEPT Schedule 1 Price Schedule and Schedule 16 Guaranteed Wages for Tenderer’s Employees Paid by the Tenderer and all any supplementing quotations.**

Price Proposal: contains Schedule 1 Price Schedule and Schedule 16 Guaranteed Wages for Tenderer’s Employees Paid by the Tenderer of Part VII (Schedules of Submissions) and all supplementing quotations.

Information to be submitted: -

Schedule 1	Price Schedule
Schedule 2	Statement of Compliance with this Tender
Schedule 3	Company/Business Organisation Status
Schedule 4	Tenderer’s Experience and Proven Track Records
Schedule 5	System and Equipment Provided by the Successful Tenderer
Schedule 6	Operation Manual
Schedule 7	Crisis Management
Schedule 8	Organisation Structure, Operational Support and Back-up Proposal
Schedule 9	Quality Management System and Quality Assurance Programme
Schedule 10	Occupational Safety and Health Programme
Schedule 11	Transition Plan
Schedule 12	Qualification of Security Staff
Schedule 13	Staff Training and Development Programmes
Schedule 14	Staff Rules
Schedule 15	Staff Uniform
Schedule 16	Guaranteed Wages for Tenderer’s Employees Paid by the Tenderer
Schedule 17	Innovative Proposal to Meet CUHKMC’s Security Services Improvement Needs
Schedule 18	Value Added Service
Schedule 19	Details of Infection Control Measures
Schedule 20	Compliance of Infection Control Checklist
Schedule 21	Declaration on Convictions to Hong Kong Ordinance
Schedule 22	(Supplementary Notes on ‘Declaration on Convictions to Hong Kong Ordinances’)
Schedule 23	Consent to Disclosure
Schedule 24	Non-Collusion Certificate
Schedule 25	KPI of Input-based Pricing Model
Schedule 26	Insurance
Schedule 27	Declaration of Conflict of Interest by Tenderer
Schedule 28	Security Requirements Compliance Table
Schedule 29	Personal Data (Privacy) (Amendment) Ordinance
Part IV	Offer to be Bound

PART VII
SCHEDULES OF SUBMISSIONS

The Tenderer is required to submit details of its proposals below, including those information and documentation required under this Tender. If the Tenderer's proposals depart from any term in this Tender, the Tenderer shall specify a list of those departures and reference each departure to the appropriate paragraph(s) and part(s) of the Tender and each shall be fully explained and discussed, including the effect of the departure.

SCHEDULE 1

Price Schedule

The Successful Tenderer shall provide the price as stated in the table below. The estimated quantity specified below is given for guidance and assistance of Tenderer. The Successful Tenderer shall accept any variance of twenty percent (20%) of the total contractual value in this Tender.

The duration of each phase and the manpower required may be revised upon the actual requirement of CUHKMC.

The cost as provided in the tables below shall include ALL necessary costs including but not limited to the equipment, IoT applications and their related deployment & maintenance costs, consumables, system costs and wages, etc.

Part A –Pricing for Supervisors¹

(1) During 1 September 2023 – 31 August 2026

Position	No. of Shift [A]	Monthly Service Charges (HKD) [B]	Service Period (Month) [C]	Estimated Cost (HKD) [D] = [A] x [B] x [C]
<i>For period 1 September 2023 – 31 August 2024</i>				
Supervisor – A Shift	1		12	
Supervisor – P Shift	1		12	
Supervisor – N Shift ²	1		12	
<i>For period 1 September 2024 – 31 August 2025</i>				
Supervisor – A Shift	1		12	
Supervisor – P Shift	1		12	
Supervisor – N Shift ²	1		12	

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Position	No. of Shift [A]	Monthly Service Charges (HKD) [B]	Service Period (Month) [C]	Estimated Cost (HKD) [D] = [A] x [B] x [C]
<i>For period 1 September 2025 – 31 August 2026</i>				
Supervisor – A Shift	1		12	
Supervisor – P Shift	1		12	
Supervisor – N Shift ²	1		12	
Subtotal Cost for Supervisors during 1 September 2023 – 31 August 2026 (HKD):				

¹ The estimated quantity specified above is given for the guidance and assistance of Tenderer. The contract would be drawn up for the total contractual value so as to allow a mix draw. The Successful Tenderer shall be prepared to accept any variance of 20% of the total contractual value.

² Overnight work is required for N shift.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

(2) During 1 September 2026 – 31 August 2028

Position	No. of Shift [A]	Monthly Service Charges (HKD) [B]	Service Period (Month) [C]	Estimated Cost (HKD) [D] = [A] x [B] x [C]
<i>For period 1 September 2026 – 31 August 2027</i>				
Supervisor – A Shift	1		12	
Supervisor – P Shift	1		12	
Supervisor – N Shift ²	1		12	
<i>For period 1 September 2027 – 31 August 2028</i>				
Supervisor – A Shift	1		12	
Supervisor – P Shift	1		12	
Supervisor – N Shift ²	1		12	
Subtotal Cost for Supervisors during 1 September 2026 – 31 August 2028 (HKD):				

¹ The estimated quantity specified above is given for the guidance and assistance of Tenderer. The contract would be drawn up for the total contractual value so as to allow a mix draw. The Successful Tenderer shall be prepared to accept any variance of 20% of the total contractual value.

² Overnight work is required for N shift.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Part B – Pricing for Security Guards¹

(1) During 1 September 2023 – 31 August 2026

Position	Estimated Yearly Quantity (man-hour) [A]	Unit Price/ UOM (HKD) [B]	Estimated Cost (HKD) [C] = [A] x [B]
<i>For period 1 September 2023 – 31 August 2024</i>			
Guard – A Shift	57822		
Guard – P Shift			
Guard – N Shift ²	19152		
<i>For period 1 September 2024 – 31 August 2025</i>			
Guard – A Shift	57605		
Guard – P Shift			
Guard – N Shift ²	19080		
<i>For period 1 September 2025 – 31 August 2026</i>			
Guard – A Shift	57659		
Guard – P Shift			
Guard – N Shift ²	19098		
Subtotal Cost for Guards during 1 September 2023 – 31 August 2026 (HKD):			

¹ The estimated quantity specified above is given for the guidance and assistance of Tenderer. The contract would be drawn up for the total contractual value so as to allow a mix draw. The Successful Tenderer shall be prepared to accept any variance of 20% of the total contractual value.

² Overnight work is required for N shift.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

(2) During 1 September 2026 – 31 August 2028

Post	Estimated Yearly Quantity (man-hour) [A]	Unit Price/ UOM (HKD) [B]	Estimated Cost (HKD) [C] = [A] x [B]
<i>For Period 1 September 2026 – 31 August 2027</i>			
Guard – A Shift	57632		
Guard – P Shift			
Guard – N Shift ²	19089		
<i>For Period 1 September 2027 – 31 August 2028</i>			
Guard – A Shift	57795		
Guard – P Shift			
Guard – N Shift ²	19143		
Subtotal Cost for Guards during 1 September 2026 – 31 August 2028 (HKD):			

¹ The estimated quantity specified above is given for the guidance and assistance of Tenderer. The contract would be drawn up for the total contractual value so as to allow a mix draw. The Successful Tenderer shall be prepared to accept any variance of 20% of the total contractual value.

² Overnight work is required for N shift.

Person Authorized to Sign Tender

Name of Company:	Name and Title:
_____	_____
Tel:	E-mail:
_____	_____
Signature:	Company Chop:
_____	_____
Date:	

Part C – Total Cost of Each Period

Please provide the total cost of each scope of the services, the cost in the table below shall be the same as the breakdown of the above without the consideration of the cost of additional manpower in this Price Schedule.

Post	Cost (HKD)				
	1 st Year (1 September 2023 – 31 August 2024)	2 nd Year (1 September 2024 – 31 August 2025)	3 rd Year (1 September 2025 – 31 August 2026)	4 th Year (1 September 2026 – 31 August 2027)	5 th Year (1 September 2027 – 31 August 2028)
Supervisors (A, P & N Shifts)					
Guards (A, P & N Shifts)					
Total (HKD):					

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Part D - Pricing Information for Schedule 5 (Systems and Equipment Provided by Tenderer) and Schedule 17 (Innovative Proposal to Meet CUHKMC's Security Services Improvement Needs) *

Type of Cost	Set-up Cost	Software Cost	Hardware Cost	Maintenance Cost
Micro-transceiver system				
E-patrolling system				
Security System (including IoT system)				
Others (Please specify, e.g. Portable alarming device)				

*Please note that the prices in the table of Part D shall be already **INCLUDED** in the previous parts.

Person Authorized to Sign Tender

Name of Company: _____ Name and Title: _____

Tel: _____ E-mail: _____

Signature: _____ Company Chop: _____

Date: _____

Part E - Pricing of Optional Services

Pricing for other Optional Services	
Other Service Suggested	Charge per job of service (HKD)
1. IoT application for security*: -	
• Set-up Cost	
• Software Cost	
• Hardware Cost	
• Maintenance Cost	

*Tenderer can propose the details for the corresponding plan in Schedule 17 (Innovative Proposal to Meet CUHKMC’s Security Services Improvement Needs).

Person Authorized to Sign Tender

Name of Company: _____	Name and Title: _____
Tel: _____	E-mail: _____
Signature: _____	Company Chop: _____
Date: _____	

SCHEDULE 2

Statement of Compliance with this Tender

We, the Tenderer named below, confirm all Goods/ Services on offer under this Tender (please tick as appropriate):

- confirm all Goods/ Services on offer under this Tender comply with Section 6 (Tender Specifications) of Part VI (Tender Brief); and

- differ from the Tender Specification in the following areas: -

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 3

Company/ Business Organisation Status

Tenderers must provide the followings details to CUHKMC with their Tenders:

- (i) Name and address of the company/business organisation.
- (ii) Length and nature of business experience including without limitation experience in the performance and/ or supply of the services.
- (iii) Shareholders/ partners of the company/ business organization.
- (iv) A copy of its Articles of Association or other documents evidencing its business status.
- (v) Copies of the Organization's Certificates of Incorporation with the companies' registry (if incorporated), its current business registration certificate and its application form for registration of business.
- (vi) Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform and/ or supply the services.
- (vii) Documentary evidence of any agency claimed by the Tenderer in relation to the Tender, whether on a sole or exclusive basis or otherwise.
- (viii) On-site structure of supervision.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 4

Terderer's Experience

1. Tenderers should provide in this Schedule detailed information on the following aspects:
 - a. Years of establishment in running security service business
(Please provide other related details if available)
 - b. Years of experience of security service in healthcare institutions/ hospitals/ hospitality service
(Please provide other related details if available)
 - c. Provision of proven track record including number of contract and total contract values in the past 3 years, please list out the information of each contract.
 - d. Availability of reference letters obtained from clients

Tenderers should provide at least 3 best clients record (in priority) for the provision of security services by completing the following for verification. Please provide additional information in separate sheets, if required.

i.

Name of client	
Contact person	
Address	
Telephone number	
Fax number	
Serving period	From: _____ To: _____
Contract value	
Contract period	
Description of services	
Reference letter/ appreciation letter attached	Yes / No (<i>*Delete as inappropriate</i>)

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

ii.

Name of client	
Contact person	
Address	
Telephone number	
Fax number	
Serving period	From: _____ To: _____
Contract value	
Contract period	
Description of services	
Reference letter/ appreciation letter attached	Yes / No (<i>*Delete as inappropriate</i>)

iii.

Name of client	
Contact person	
Address	
Telephone number	
Fax number	
Serving period	From: _____ To: _____
Contract value	
Contract period	
Description of services	
Reference letter/ appreciation letter attached	Yes / No (<i>*Delete as inappropriate</i>)

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

2. Relevant experience, expertise, qualification and training of their managerial and supervisory staff (copies of relevant certificates shall be provided, if any).

Tenderer shall give its consent to its clients for CUHKMC's reference checking upon signing this schedule. And additional pages shall be added if necessary.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 5

Systems and Equipment Provided by the Tenderer

Except for Personal Protective Equipment (PPE) which shall be provided by CUHKMC, the Successful Tenderer shall be solely responsible for and shall provide and maintain (where appropriate) at its own cost and expense adequate quantities of all necessary systems and equipment to perform the Security services. Tenderer shall indicate the details of tools that will be provided for CUHKMC. Proposal of Security equipment which may include but not limited to the following listed items with details and breakdown of related cost.

Table of Systems and Equipment to be provided by the Tenderer

Equipment/ items	Unit Cost (HKD)	Quantity	Total Cost (HKD)	Remarks
Micro-transceiver system				shall be compatible with the existing system being used in CUHKMC
Portable micro-transceivers		5		for CUHKMC staff
Portable micro-transceivers				for Security guards
ePatrol System				
Reflective Traffic Cone				
Reflective Vest/Belt				should comply with EN471:2003 or equivalent international or national standard.
Traffic Baton				
Electric Torches				
Safety Helmets				
Safety Goggles				
Raincoats				

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Equipment/ items	Unit Cost (HKD)	Quantity	Total Cost (HKD)	Remarks
Rain Boots				
Others (e.g. Portable alarming device)				

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 6

Operation Manual

Tenderer shall provide full details of your company's operational systems and manuals in handling the followings types of incidents: -

Subject	Availability
Theft	Yes* / No
Burglary	Yes* / No
Robbery	Yes* / No
Criminal Damage	Yes* / No
Loss of Property	Yes* / No
Sexual Assault	Yes* / No
Physical Assault	Yes* / No
Intimidation	Yes* / No
Dangerous Drug related Incident	Yes* / No
Illegal Gambling	Yes* / No
Child/ infant Abduction	Yes* / No
Fire Fighting and Safety	Yes* / No
Failure of Utility Supply e.g. water, electricity or town gas	Yes* / No
Bomb Threat	Yes* / No
Patrol	Yes* / No
Crowd Control	Yes* / No
Workplace Violence	Yes* / No
Handing Persons Requiring Emergency Medical Assistance in the vicinity of hospital	Yes* / No
Others (please specify)	Yes* / No

* please provide your company's operation manual.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 7

Crisis Management

Tenderer shall provide full details of your company's crisis management in the following aspects:

- a. Crisis management structure and organisation support
- b. On-site management procedure and manual during crisis
- c. Contingency plan and mechanism for deployment of extra manpower

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 8

Organization Structure, Operational Support and Back-up Proposal

Tenderer shall provide organizational structure, infrastructure, and staffing employed relevant to this contract in Hong Kong, including the qualification and experience of management staff and the complement of staff to be serving at CUHKMC premises. Operational back-up including relief staffing and reinforcement during emergencies and accidents shall be specified. Contingency plan including the additional manpower deployment arrangement and lead time required for such provision during emergency or other situations such as for managing Infectious Disease crisis that the hospital would like to have additional support from the tenderer must be provided.

The Tenderer shall provide the staff in the numbers and grades as specified in the following proforma for provision of the Services:

No. of Staff (full-time equivalent)		
Managerial Staff	Other (Please specify)	
	On-site	Off-site
Sub-total		

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 9

Quality Management System and Quality Assurance Programme

Tenderer shall provide full details of your company's Quality Management System, Quality Assurance System including the Quality Manuals and procedures in quality management structure and assurance programme. It should be including but not limited:

- (i) Quality Management Structure
- (ii) Assurance System
- (iii) On-site Management & procedures and manuals
- (iv) Knowledge of infection control
- (v) Company's quality management certification and documentary proof of relevant quality accreditation certificates, such as ISO 9001, 9002 certificates, 14001 certificates and 18001 certificates, if any, etc.
- (vi) Complaint management system and/ or relevant ISO certificate
- (vii) Risk assessment plan

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 10

Occupational Safety and Health Programme

Tenderer shall provide full details of your company's management plan and manual in Occupational Health and Safety Programme.

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 11

Transition Plan

For the transit from the current service provider to the new Successful Tenderer, CUHKMC shall accept no interruption to the services. To achieve this, tenderers are required to propose its transition plan with task to be completed and their milestone dates. The plan shall include, but not limited to, the following key issues:

- Preparation before contract expiry of the existing service contract;
- Detailed proposal on recruitment of staff (including the employment arrangement of the workers from the previous Successful Tenderer);
- Site handover;
- Security Service offered immediately after site handover;

Mandatory Item	Expected Completion Time
1. Security guard list	By 18 th August 2023
2. Training and orientation records of staff	By 18 th August 2023
3. Staff duty roaster*	By 18 th August 2023
4. Operational equipment and consumables	By 18 th August 2023
5. Operation procedure manuals and work instructions specific to CUHKMC	By 1 st August 2023
6. Others (Please specify)	
7.	
8.	

Please provide additional information in separate sheets, if required.

Remarks:

To ensure there is no service interruption to the hospital, the Successful Tenderer is required to secure all the required mandatory manpower by confirming the employment of staff (e.g. by signing employment contracts with staff) at least 1 week before commencement of the contract, i.e. by 25th August 2023. If the Successful Tenderer fails to comply with the provision of the required mandatory manpower as mentioned above, CUHKMC shall be entitled to contract out the shortfall of manpower to other contractors. All additional expenditure properly incurred by CUHKMC in contracting out such manpower/service to other contractors shall be recoverable by CUHKMC from the Successful Tenderer by deduction from monies due to the Successful Tenderer under this Tender or under any other tender between CUHKMC and the Successful Tenderer.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 12

Qualification of Security Staff

Tenderer shall provide and attach details of the followings:

- (a) Qualifications and experience of management staff and the complement of staff to be serving at CUHKMC premises under Staff Requirement.
- (b) Language proficiency to speak fluent Cantonese and simple English of management staff.

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 13

Staff Training and Development Programmes

The Tenderer shall provide proposal on staff training, development programmes and training manuals to enhance the competence of all its employees.

- (a) Yearly training schedule and contents equivalent to QAS Security Training Recognition Scheme covering the following:
 - i. Role, general duties and responsibilities of a security guard
 - ii. Conduct and behaviour
 - iii. Uniforms and equipment
 - iv. Legal responsibilities and relevant legislation
 - v. Fire prevention and procedures
 - vi. Handling of emergencies
 - vii. Reporting and recording
 - viii. Access control and patrolling
 - ix. Health and safety, and courtesy and customer relations
 - x. Workplace Violence
 - xi. Anti-smoking
 - xii. Handling of confrontational situations
- (b) Staff development plan
- (c) Training Manual

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender	
Name of Company:	Name and Title:
_____	_____
Tel:	E-mail:
_____	_____
Signature:	Company Chop:
_____	_____
Date:	

SCHEDULE 14

Staff Rules

None of the Successful Tenderer's staff is allowed to: -

- (1) Arrive late or leave early.
- (2) Enter any area of CUHKMC premises other than those necessary for the performance of the service.
- (3) Cause wilful damage to CUHKMC's property and misuse of facilities.
- (4) Gamble, steal, fight or commit any criminal offence.
- (5) Use foul language.
- (6) Absence without approval or good cause.
- (7) Sleeping or drinking of alcohol whilst on duty.
- (8) Negligent in the performance of his duties.
- (9) Commit fraud or dishonest acts.
- (10) Refuse to obey a lawful and reasonable order from CUHKMC
- (11) Fail to wear full uniform whilst on duty.
- (12) Smoke in the hospital, including the outdoor areas of the premises.
- (13) Solicit or accept any money, gift or advantages from CUHKMC staff or members of the public.
- (14) Fail to comply with any requirements of CUHKMC to be given from time to time.
- (15) Disclose any information about patient and CUHKMC staff.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 15

Staff Uniform

Uniform of all the staff performing Security shall be provided by the Successful Tenderer. Tenderer shall provide existing design of staff uniform for summer & winter, staff badge identification and raincoat in full length. Tenderer shall propose measures to maintain good staff grooming e.g. the provision of laundry service of staff uniform for better control of hygiene. Production sample of the uniform shall be provided by the Successful Tenderer for CUHKMC's approval.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 16

Guaranteed Wages for Tenderer's Employees Paid by the Tenderer

Tenderer is requested to provide the monthly wage and working hours it is prepared to offer to employ the staff for the delivery of the Security services for the contractual period.

Position	Basic Hourly Wages (HKD)	Working Hours Per Day	Working Days Per Week	Wages included Paid Rest Day (Yes/No)	Wages included Paid Meal Hours (Yes/No)	Meal Break Duration (hour)
<i>For period 1 September 2023 – 31 August 2024</i>						
Supervisor (A Shift)						
Supervisor (P Shift)						
Supervisor (N Shift)						
Guard (A Shift)						
Guard (P Shift)						
Guard (N Shift)						
<i>For period 1 September 2024 – 31 August 2025</i>						
Supervisor (A Shift)						
Supervisor (P Shift)						
Supervisor (N Shift)						
Guard (A Shift)						

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Position	Basic Hourly Wages (HKD)	Working Hours Per Day	Working Days Per Week	Wages included Paid Rest Day (Yes/No)	Wages included Paid Meal Hours (Yes/No)	Meal Break Duration (hour)
Guard (P Shift)						
Guard (N Shift)						
<i>For period 1 September 2025 – 31 August 2026</i>						
Supervisor (A Shift)						
Supervisor (P Shift)						
Supervisor (N Shift)						
Guard (A Shift)						
Guard (P Shift)						
Guard (N Shift)						
<i>For period 1 September 2026 – 31 August 2027</i>						
Supervisor (A Shift)						
Supervisor (P Shift)						
Supervisor (N Shift)						
Guard (A Shift)						
Guard (P Shift)						

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Position	Basic Hourly Wages (HKD)	Working Hours Per Day	Working Days Per Week	Wages included Paid Rest Day (Yes/No)	Wages included Paid Meal Hours (Yes/No)	Meal Break Duration (hour)
Guard (N Shift)						
<i>For period 1 September 2027 – 31 August 2028</i>						
Supervisor (A Shift)						
Supervisor (P Shift)						
Supervisor (N Shift)						
Guard (A Shift)						
Guard (P Shift)						
Guard (N Shift)						

Mandatory Requirements

1. The initial Statutory Minimum Wage (“SMW”) rate at \$37.5 per hour has come into force on 1 May 2019. Tenderer whose service contracts engaging mainly non- skilled staff after 1 May, 2011 must undertake to set the monthly wages under the relevant service contracts by making reference to the prevailing SMW rate plus rest days and meal break or the average monthly wage of equivalent/ similar posts in equivalent/ similar trade/ industry as published in the December 2010 edition of the Census & Statistics Department Quarterly Report of Wage and Payroll Statistics (“Average Monthly Wage”), if applicable and whichever is the higher, at any time during the Term. The proposed monthly wages for each post as mentioned above shall not be less than the Average Monthly Wage or the minimum monthly wage calculated based on the SMW and on the basis of 31 days (27 working days plus 4 paid rest days) per month and 8 normal hours of work per day.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

2. If the proposed monthly wage offered by the Tenderer is less than the Average Monthly Wage, such wage will be deemed to be not less than the Average Monthly Wage for the purpose of evaluation of its Tender Submission. Such presumption will be revoked immediately if the Tenderer fails to confirm its abidance by the Average Monthly Wage upon request by the Hospital Representative at any time before the Contract is awarded. If the Tenderer offers an amount higher than the Average Monthly Wage in subsequent clarification in writing, its Tender Submission will only be assessed on the basis that the monthly wage offered by the Tenderer is same as the Average Monthly Wage. However, the higher wage offered by this Tenderer shall become binding if the Contract is subsequently awarded to this Tenderer.
3. Though the SMW level will be reviewed at least once every two years, CUHKMC would provide no top-up in the subsequent SMW rate review adjustment exercises hence the Tenderer must take into account the possible impact of the subsequent SMW reviews on wage costs in future.
4. In the event when there are upward changes in the minimum wage level when the Contract is awarded and prior to the commencement of the Contract, the Contractor shall agree to adjust the wage levels to not lower than the statutory minimum wage level plus paid rest days or the Average Monthly Wage, if applicable and whichever is the higher. No adjustment is required should there is downward change in the minimum wage level.

Note: During the Term, the monthly wage payable to each non-skilled staff shall not be less than (i) the monthly wage committed by the Tenderer; or (ii) any adjusted wage level brought about by future revisions of the SMW plus paid rest days and paid meal break, or (iii) the Average Monthly Wage, if applicable and whichever is the higher.

Person Authorized to Sign Tender	
Name of Company:	Name and Title:
Tel:	E-mail:
Signature:	Company Chop:
Date:	

SCHEDULE 17

Innovative Proposal to Meet CUHKMC's Security Services Improvement Needs

Tenderer shall submit the below information:

Provision of innovation technology or idea(s) to meet hospital's security services improvement needs, if any should be specified. The "innovative technology or idea(s)" include:

- (a) Technology related innovation, meaning the use of new technology or innovative application of existing technology
- (b) Suggestions that are directly relevant to the services and are considered effective and practicable in improving service delivery or operations will be given marks for innovation. Their benefits/positive values may be reflected in terms of:
 - i. Economical use of resources
 - ii. Saving of manpower resources
 - iii. Higher operational efficiency/ performance reliability
 - iv. Shortening of gearing-up period
 - v. Better service quality
 - vi. Improved or greater flexibility to adapt to operational changes
 - vii. Boosting of staff morale / user satisfaction/ service utilization, etc.
- (c) Technology's information and estimated quantity
- (d) Estimated costs, including setting up and maintenance. Please disclose pricing information for the above Innovative Proposal in Price Schedule (Schedule 1).

Tenderers may be requested to provide supporting documents or a demonstration to prove the practicability of their innovative suggestions. All proposed innovative suggestions will be assessed on the basis of the information provided in the tender submissions and factual supporting documents (e.g. test reports/ certificates) provided by the Tenderers upon request by CUHKMC. The supporting documents and/or demonstration serve as a means to enable CUHKMC to have a better understanding of the innovative suggestions proposed by the Tenderers. During the demonstration, Tenderers are also not allowed to provide additional information not contained in the original tenderer submission.

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 18

Value Added Service

The Tenderer shall provide here below full details of its proposals, if any, for the improvement in quality and/or efficiency of the Services delivered to CUHKMC.

Please provide additional information in separate sheets, if required.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 19

Details of Infection Control Measures

Tenderer is required to provide infection control measures in this schedule, such as details of infection control procedure guideline and infection control training record.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 20

Compliance of Infection Control Checklist

CUHKMC has drawn up an infection control compliance checklist as a risk management programme for the Successful Tenderer to safeguard the safety and health of the Successful Tenderer's employees. This will renew from time to time by CUHKMC.

Please indicate the compliance by putting a “√” on the appropriate box.

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
1.	Other staff should receive basic infection control training, refresher or right-on-time training as requested by CUHKMC. Training records should be kept by their supervisors and provided upon request.				
2.	Other staff should follow CUHKMC Response Level for health advice and enhanced infection control measures.				
3.	Other staff are not allowed to work in the high-risk patient areas unless with mutual consent in special circumstances (such as emergency situations requiring contractors' assistance).				
4.	Other workers should maintain good personal hygiene (e.g. wash their hands before eating or serving food, after touching eyes, noses, mouth, and after using the toilet etc.).				

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
5.	Other staff should follow CUHKMC guidelines and practice hand hygiene during their work, including before and after contacting the patient, after contacting the contaminated environment/ equipment/ wastes, and before entry and exit the patient care areas/ wards, and when hands are visibly soiled.				
6.	Other staff should keep their uniform/ working clothes clean and neat.				
7.	Other staff should follow standard precautions at all times and apply the transmission-based precautions (i.e. contact, droplet, or airborne precautions) according to the precaution signs or as instructed by the supervisors/ CUHKMC staff.				
8.	Other staff who are required to use personal protective equipment (PPE) should be trained on how and when to use the PPE, including surgical mask, N95 respirator, eye protection, disposable gloves and gown.				
9.	Other staff should maintain good environment hygiene. Equipment/ tools should be properly cleaned and/ or disinfected after use.				

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
10.	Other staff should report any symptoms of fever, chills, unexplained muscle aches, sore throat, running nose, cough, chest infection, shortness of breath, diarrhoea, vomiting and rashes to their supervisors before commencing duty, and seek medical attention immediately.				
11.	Supervisors should keep record of sickness and other infectious diseases of their workers (e.g. chickenpox, hand-foot-mouth disease, etc.) and report to hospital infection control team promptly for any necessary actions.				
12.	Supervisor should record the duty rosters and work locations of other workers and document incident reporting with proper time logs and product without delay upon request by CUHKMC.				

Remarks:

- i. "Other Staff" means Contractors/ Sub-contractors/ Term Contractors and their employees working in CUHKMC.
- ii. If the "No" box is ticked, please provide explanations at the "Remarks" column, and provide course of action.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 21

Declaration on Convictions to Hong Kong Ordinance

I, (Name of Company responsible, Title) hereby declared on (Date) that my company (Name of Company) has convicted / not convicted to the following Ordinance within a five (5)-year period immediately preceding the tender closing date.

Item	Ordinance	Content	Please “√” where appropriate		Details of Conviction
			No Conviction	Conviction (No. of times)	
1.	Employment Ordinance (Cap. 57) and Employers Compensation Ordinance (Cap. 282)	Any convictions which individually carry maximum fines corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance			
2.	Immigration Ordinance (Cap. 115) Section 17I(1)	Offence to be employer of a person who is not lawfully employable			
3.	Immigration Ordinance (Cap. 115) Section 41 and (Cap. 221) Section 89	Offence of aiding and abetting another person to breach his condition of stay			

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Item	Ordinance	Content	Please “√” where appropriate		Details of Conviction
			No Conviction	Conviction (No. of times)	
4.	Immigration Ordinance (Cap. 115) Section 38A(4)	Offence of the construction site controller if a person not lawfully employable takes employment on a construction site.			
5.	Mandatory Provident Fund Schemes Ordinance (Cap 485)	Section 7 (employer to arrange for employees to become Scheme members), Section 7A (employer and relevant employees required to contribute to registered scheme) and section 43E (making false or misleading statement)			
6.	Minimum Wage Ordinance (Cap 608)	Offence to be employer of a person who fails to pay minimum wage amounts to a breach of the wage provisions an wilfully and without reasonable excuse fails to pay wages to an employee when it becomes due.			

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Remarks:

- i. Tenderer shall note that this declaration is a mandatory requirement for the tender assessment. The information contained above shall be correct and genuine, if the Tenderer is subsequently found to have made a false declaration, the Tender will not be considered and the contract awarded will be terminated.
- ii. The Successful Tenderer shall report this declaration to CUHKMC in every six (6) months' interval throughout the contract period.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 22

(Supplementary Notes on ‘Declaration on Convictions to Hong Kong Ordinances’)

1. For the purpose of tender evaluation, if the Tenderer concerned has obtained any conviction under the relevant sections of the Ordinances mentioned in this Declaration form (hereinafter referred to “relevant Ordinances”), its Tender offer shall not be considered for a period of five (5) years from the date of conviction.
2. Convictions will be counted irrespective of whether they are obtained in respect of a government or private contract and irrespective of the type of services offered under the contract. Convictions will be counted by the number of summonses convicted.
3. Conviction under appeal or review should still be counted for the purpose of tender evaluation until it is quashed by the Court.
4. CUHKMC will not consider the Tender further or terminate the Contract if the Tenderer or Successful Tenderer is subsequently found to have made a false declaration at the tendering stage.
5. If the Tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, the Tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has obtained any conviction under the relevant Ordinances during the period mentioned in paragraph 1 above. In the present context, shareholder or participant means the company holding the share or participating in the partnership or unincorporated joint venture.
6. Tenderer shall note that convictions under the relevant Ordinances after the tender closing date will be taken into account. That is, if a Tenderer, to whom the Contract is intended to be awarded after tender evaluation, has obtained any conviction under the relevant Ordinances before the letter of acceptance of the offer is issued, CUHKMC will not award the contract to the concerned Tenderer.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 24

Non-Collusion Certificate

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

- (a) Communicate to any person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- (b) Enter into agreements or arrangements with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed Tender any act or thing of the sort described above.

In this certificate, the word “person” includes any person and anybody or association, corporation or unincorporated, and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

We expressly acknowledge and agree that, without prejudice to any other rights of CUHKMC, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, CUHKMC may:

- (i) disqualify our Tender from consideration;
- (ii) withdraw any confirmation of award of tender already made, without penalty or liability;
- (iii) disqualify us, our holding company and subsidiaries from participation in any future tenders issued by CUHKMC for such period as CUHKMC may in its entire discretion consider appropriate;
- (iv) take such other actions, including reporting us to the government or regulatory authorities in Hong Kong or elsewhere, as CUHKMC considers appropriate.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 25

KPI of Input-based Pricing Model

The Tenderer shall read and check for the compliance of the KPI as stated below. Amendment or recommendation of the KPI shall be suggested for CUHKMC's consideration if "No" is replied. Additional page can be added by the Tenderer to make recommendation on any change.

Description	Key Performance Indicator	Compliance (Yes/No)
1. Work Performance	≤ four (4) cases of violations of hospital guideline/ work requirement in daily operation per month	
2. Complaints	a) ≤ four (4) hours report to CUHKMC Representative b) ≤ two (2) complaints every month	
3. Incidents	a) ≤ four (4) hours report to CUHKMC Representative b) Investigation reports to be submitted ≤ two (2) working days	
4. Emergency Response	≤ five (5) minutes with ninety-five percent (95%) compliance	
5. Extreme Weather Management	Conduct full hospital patrol and report to CUHKMC before and after adverse weather	
6. Manpower	Provision of a stable manpower and ≤ ten (10) percent of the monthly turn-over rate	
7. Staff Behaviour and Grooming	≤ two (2) cases of violations of staff rule and grooming policy per month	
8. Injury on Duty	a) ≤ four (4) hours report to CUHKMC Representative b) Investigation reports to be submitted ≤ two (2) working days	

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

Description	Key Performance Indicator	Compliance (Yes/No)
9. Property and Equipment	a) \leq four (4) hours report to CUHKMC Representative if any damage or non-serviceable of any Successful Tenderer's or CUHKMC's property or equipment found b) Investigation reports to be submitted \leq two (2) working days	
10. Joint Inspection	\geq eighty-five percent (85%) satisfactory results in joint inspection round	

CUHKMC reserves the right to terminate the contract with cumulative failure of the above more than six (6) times over consecutive six (6) months, for the above KPI measures if all of them can be complied.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 26
Insurance

Tenderers must indicate the name of the insurance company and whether it is able to take over insurance policy in compliance with Clause 19 of Part III.

Specifically, for the insurance policy under Clause 19 of Part III, the Tenderer must indicate whether the insurance policy covers claim against it arising at common law with a liability limit on an unlimited liability basis.

The Name of Insurance Company:
Contact Person:
Contact Telephone No. & Fax. No.:
Contact Email Address:
Address:
Liability Limit for Insurance Policy under Clause 19 of Part III:

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 27
Declaration of Conflict of Interest by Tenderer

The Tenderer, hereby declares and represents that, having made all reasonable enquiries, either: -

- (a) none of the Tenderer and the Related Persons (as defined below) have any known actual, apparent, potential or perceived conflicts of interest that will, or might arise in respect of the Tenderer, the Tender Submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer); or
- (b) the Tenderer has in this Declaration declared all such actual, apparent, potential or perceived conflicts to the Authority.

The Tender represents that, having made all reasonable enquiries, the following represents all of its actual apparent, potential or perceived conflicts of interest in respect of the Tender, the Tender Submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer): -

(List any conflict details of state “Nil Conflicts”)

The Tender undertakes to advise the Authority in writing and keep the Authority advised of any actual, apparent, potential or perceived conflict of interest which the Tenderer or any Related Persons may have in respect of the Tender, the Tender Submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer) (including all or any facts which may reasonably be considered to give rise to conflict of interest) immediately upon becoming aware of the same.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

“Related Persons” means: -

- (a) the directors, employees, agents and sub-contractors of the Tenderer (and if the Tenderer is a partnership, any of the members/ partners of that partnership) who are or will be involved in the Tender, the Tender Submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer); and
- (b) any person or entity (i) which has control, directly or indirectly, over the Tenderer; (ii) which is controlled, directly or indirectly, by the Tenderer; or (iii) which is controlled by, or has controlled over, a person/ entity referred to in paragraphs (i) or (ii). For the purposes of this Declaration, “control” means:
 - (aa) the possession by one person, directly or indirectly (through one or more intermediaries) of the power (whether holding office as director or otherwise) to affect, secure, direct and/ or cause the direction of the management, affairs or policies of another person;
 - (bb) with respect to a corporation, partnership or other body corporate, such power in (aa) may be evidenced by (but is not limited to) that person: (i) holding shares or interests or possessing voting power in or in relation to that or any other person such as, but not limited to, the right to exercise, directly or indirectly, more than fifty percent (50%) of the other body corporate; and/ or (ii) having powers conferred on that person by any constitution, memorandum or articles of association, partnership, agreement or arrangement) whether legally enforceable or not); and
- (c) (i) any member of a partnership in which the Tenderer is a member of (ii) any company one or more of whose Directors is in common with one or more of the Directors of the Tenderer.

“Conflicts of interest” shall include (but are not limited to) (a) any situation where the personal, financial, commercial or other interest of the Tenderer or any of its Related Persons, conflict or compete, or maybe expected to conflict or compete, with the Tenderer’s duties to the Authority under the Contract; and (b) any situation where the Tenderer or any it its Related Persons may have any personal, financial, commercial or other interests in any potential service, advice, proposals or recommendations made or which may be made by the Tenderer under the Contract.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

SCHEDULE 28

Security Requirement Compliance Table

(The template can be found near the end of CUHKMC IT Security Requirements listed in Appendix 5)

Person Authorized to Sign Tender

Name of Company:	Name and Title:
_____	_____
Tel:	E-mail:
_____	_____
Signature:	Company Chop:
_____	_____
Date:	

SCHEDULE 29

Personal Data (Privacy) (Amendment) Ordinance

The new provisions on data processors under the Amendment Ordinance had come into effect on 1 October 2012 and as such, I/we certify the following:

- a. I shall/We will and shall/will procure my/our employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”) (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time) (“Personal Data”) collected by and provided to me/us for the purpose of this Tender/Agreement.
- b. I/We shall not keep Personal Data longer than is necessary for the fulfilment of the purpose (including any directly related purpose) for which the same are or to be used. I shall/we will:
 - i. return, destroy or permanently erase all such Personal Data;
 - ii. destroy or permanently erase all copies of such Personal Data made by me/us; and
 - iii. use all reasonable endeavors to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies made by it or him,in each case, save to the extent that I am/we or the recipients are required to retain any such Personal Data by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.
- c. I shall/We will take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of Personal Data collected by or transferred to it having particular regard to:
 - i. the kind of Personal Data and the harm that could result if any of those things should occur;
 - ii. the physical location where the Personal Data are stored;
 - iii. any security measures incorporated (whether by automated means or otherwise) into any Goods in which the Personal Data are stored;
 - iv. any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
 - v. any measures taken for ensuring the secure transmission of Personal Data.

Person Authorized to Sign Tender

Name of Company:

Name and Title:

Tel:

E-mail:

Signature:

Company Chop:

Date:

APPENDIXES

Appendix 1	Layout Plan of CUHKMC
Appendix 2	Personal Protective Equipment Guideline
Appendix 3	List of Emergency Responses
Appendix 4	Sample of Confidentiality Undertaking
Appendix 5	CUHKMC IT Security Requirements

Layout Plan of CUHKMC

This part is only available for viewing after signing the Confidentiality Non- Disclosure Agreement with CUHKMC.

Personal Protective Equipment Guideline

There is different PPE for infection control purpose, including gloves, gowns/ aprons, mask and respirator, eye protection, cap and footwear.

1. Gloves

- 1.1 Do not wear gloves routinely and indiscriminately as it gives staff a false sense of security leading to decrease in hand hygiene frequency.
- 1.2 Wear gloves if in contact with blood, body fluids, secretions, excretions, mucous membrane and non-intact skin, or items that are contaminated by these materials.
- 1.3 Gloves are not required for routine patient/ resident care activities in which contact is limited to touching the patient/ resident's intact skin.
- 1.4 Put on gloves immediately before the task or procedure and then removed promptly after use.
- 1.5 Change gloves between patients or between procedures performed on dirty and clean body sites in the same patient.
- 1.6 Do not wash, disinfect or reuse worn gloves.

2. Gown/ Apron

- 2.1 Do not use gown routinely.
- 2.2 Wear gowns when:
 - a. anticipating contamination by blood, body fluid, secretion or excretion during procedure to protect the skin and working clothes of the healthcare staff.
 - b. having substantial contact, for examples, bathing, position turning with patients infected or colonized with epidemiologically important microorganisms, e.g. VRE
- 2.3 Select gowns according to the amount of fluid encountered to ensure adequate protection.
- 2.4 Discard the disposable gown and send the linen gown for laundering after each patient use.
- 2.5 Aprons may be used as an alternative, when its protection is sufficient.
- 2.6 Steps for apron removal:
 - a. Unfasten the tie at waist with ungloved/ clean hand
 - b. Break the tie at the neck gently
 - c. Pull away the apron from the neck, touching inside of the apron only
 - d. Turn the apron inside out
 - e. Fold or roll the apron into a bundle, discard it and then perform hand hygiene.

3. Surgical Mask

- 3.1 Wear a surgical mask when blood, body fluid, secretion or excretion splashing procedure is anticipated and when approaching within one metre of patients on droplet precaution.

4. Particulate Respirator

- 4.1 Use particulate respirator, for example, N95 respirator for Airborne Precautions which can filter out the airborne contaminants.
- 4.2 Do not use a respirator with exhalation valves in healthcare setting.
- 4.3 Staff should utilize appropriate procedure to select the appropriate respirator size and type that fits well to ensure adequate protection. The respirator wearer needs to perform the seal-check before each entry into the airborne isolation areas.
- 4.4 Wear respirator according to the manufacturers' recommendation.
- 4.5 Method of removal should be adhered to in accordance to the manufacturer's recommendation.

5. Eye Protection

- 5.1 Eye protection is necessary when splashing of blood, body fluid, secretion or excretion is likely.
- 5.2 It shall be comfortable and allows for sufficient peripheral vision. Appropriately fitted, indirectly-vented or non-vented goggles with anti-fog coating are preferred for infection control purpose. Goggles must fit snugly, particularly from the corners of the eye across the brows. While highly effective as eye protection, goggles do not provide splash or spray protection to other parts of the face.
- 5.3 To provide further protection to other facial areas, use face shields as alternative to goggles. A face shield shall have crown and chin protection and wrap around the face to the point of the ear, which reduces the likelihood that a splash could go around the edge of the shield and reach the eyes. Disposable face shields with light weight films attaching to surgical masks or fitting loosely around the face shall not be relied upon as optimal protection.
- 5.4 Removal of eye protection.

6. Cap

- 6.1 Use a disposable, waterproof cap of an appropriate size which completely covers the hair when splashes of blood and body fluids are expected.
- 6.2 Removal of a cap: Slide fingers of the ungloved hands into the inside of the cap near earlobes of head, lift the cap up, fold it inside out, discard it and then perform hand hygiene.

7. Footwear

- 7.1 Use boots when gross foot contamination by blood or body fluid is anticipated (16), for examples, during the orthopaedic surgery.

8. Removing PPE

- 8.1 Careful gowning down is crucial in avoiding contamination. Do not gown down together in close proximity to another person.
- 8.2 Remove PPE in a manner that prevents self-contamination or self-inoculation with contaminated PPE or hands.
- 8.3 Remove PPE either in the anteroom, or if there is no anteroom, make sure that neither the environment outside the isolation room/ area nor other persons can get contaminated.
- 8.4 Suggested sequence of PPE removal:
- a. Remove gloves
 - b. Perform hand hygiene
 - c. Remove gown
 - d. Perform hand hygiene
 - e. Remove disposable cap and eye protection
 - f. Perform hand hygiene (optional)
 - g. Remove mask/ respirator
 - h. Perform hand hygiene

List of Emergency Responses

Definition of Emergency Responses includes but not limited to the following: -

- Handling of traffic accidents
- Traffic incident
- Crowd control
- Failure of utility supply
- Lift trap
- Additional manpower mobilisation in pandemic outbreak
- Workplace violence
- Fire alarm and fire fighting
- Theft or loss of property
- Robbery
- Burglary
- Indecent assault
- Baby abduction
- Suicide or persons found collapsed in hospital premises
- Smoking in hospital
- Criminal damage
- Handling suspicious persons
- Searching missing patients
- Bomb threat
- Illegal gambling
- Restraining patients
- Emergency escorting and patient transportation of patients or visitors
- Handling and protection of VIP
- Management during disaster and extreme weather
- Breakdown of service systems
- Handling persons required emergency medical assistance in the vicinity of CUHKMC
- Intimidation
- Any criminal offence
- Physical assault
- Dangerous drug related incident
- Drill of the above incidents
- Any incident upon request from CUHKMC

Sample of Confidentiality Undertaking

This DEED OF UNDERTAKING is made _____ day of _____.

BY _____ of _____ (HKID
Card/ Passport No. _____) (the “**Confidee**”) in favour of the CUHK
Medical Centre Limited (CUHKMC).

1. Through the agreement between CUHKMC and (name of Tenderer) dated (date) (designated as CUHKMC Contract No.) (“**Agreement**”), the Confidee shall have access to CUHKMC’s Confidential Information (as defined below).
2. The Confidee hereby undertakes and covenants with CUHKMC, in respect of or for the purposes of the Agreement, as follows:
 - a. All information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any medical records, personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) and materials of any nature (in or on whatever media) collected, generated, produced or accessible by the Confidee from CUHKMC under the Agreement or which CUHKMC has for the purposes of or in the course of the Agreement disclosed supplied made available or communicated to the Confidee, shall be treated as confidential information (collectively “**Confidential Information**”).
 - b. The Confidee shall not, during the continuance of the Agreement or at any time thereafter, disclose to any person any Confidential Information other than in performance of the Confidee’s duties and obligations under the Agreement or with the prior written consent of CUHKMC.
 - c. Clause 2 shall not apply to the disclosure of any Confidential Information:
 - i. already known to the recipient other than as a result of disclosure by the Confidee; or
 - ii. which is or becomes public knowledge other than as a result of disclosure by or fault of the Confidee.
 - d. The Confidee shall not make use of or reproduce any Confidential Information, other than in the performance of the Confidee’s duties and obligations under the Agreement or with the prior written consent of CUHKMC.
3. For the avoidance of doubt, this Deed shall survive the expiration or early termination of the Agreement.

IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

SIGNED and DELIVERED)

By the Confidee in the presence of:)

Confidee

Witness

CUHKMC IT Security Requirements

The Tenderers can click into the hyperlink below for the Appendix.

[Link to document](#)