

Tender Reference No. : HR-TD-202301

17 August 2023

**CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER**

**Provision of Group Medical Insurance for Employees of CUHK Medical Centre
Limited for a period of 12 months from 1 January 2024 to 31 December 2024
(extendable from 1 January 2025 up to 12 months to 31 December 2025)
(Tender No.: HR-TD-202301)**

CUHK Medical Centre Limited (CUHKMC) intends to invite tenderer to submit a proposal for Provision of Group Medical Insurance for Employees of CUHK Medical Centre Limited for a period of 12 months from 1 January 2024 to 31 December 2024 (extendable on same price, terms and conditions from 1 January 2025 up to 12 months to 31 December 2025 at the option of CUHKMC).

If your company is interested, please submit a full proposal with all required submissions mentioned in the Tender documents by **12:00 noon on 28 September 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 CUHK Medical Centre Limited at no cost.

Yours faithfully,



Cindy LEUNG
Senior Manager, Supplies & Procurement
CUHK Medical Centre Limited

Enclosure

CUHK Medical Centre Limited

Tender Invitation

on

**Provision of Group Medical Insurance for
Employees of CUHK Medical Centre Limited
for a period of 12 months
from 1 January 2024 to 31 December 2024
(extendable from 1 January 2025 for up to 12
months to 31 December 2025)**

Tender Reference: HR-TD-202301

Tender Issue Date: 17 August 2023

Tender Closing Date and Time: 12:00 noon on 28 September 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 provision of Services;
“Successful Tenderer”	means the Tenderer whose Tender is accepted by CUHKMC;
“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 authorized officer of CUHKMC performing his/her duties from time to time;
“Schedule”	means any schedule under the Schedule of Submissions, and “Schedules” shall be construed accordingly;
“Tender”	means the Tender submitted by the Tenderers for the provision of Services;
“Tenderer” or “Company”	means the person, firm or company whose details are set out in the relevant Schedule.

PART II

TERMS OF TENDER

1 Invitation to Tender

- 1.1 Tenderers are invited for the provision of Services subject to and in accordance with the tender requirements/specifications set out in the Tender Brief (collectively, “Requirements”), the Terms of Tender and the Conditions of Contract (this “Invitation to Tender”).
- 1.2 CUHKMC reserves the right in its absolute discretion to cancel this Invitation to Tender at any time before acceptance of any Tender.
- 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 Invitation to 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 document, 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 Invitation to Tender relates to the provision of all (or any part) of the Services whose details and specifications are set out in the Tender Brief.
- 2.2 Tenderer must note that its offers in their tender submission must comply with the Requirements in every respect. Tender submission which does not comply with such 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 All parts of this Invitation to Tender, including without limitation, the Schedules, Offer to be Bound, Terms of Tender, Conditions of Contract, and the Tender Brief must not be altered by the Tenderer. If the Tenderer wishes to make any change to any part of this Invitation to Tender, the Tenderer must also submit a copy of that part with the proposed amendments, additions and/or deletions in a marked-up manuscript. All such manuscript changes should be made and initialled by the Tenderer in permanent ink for CUHKMC’s consideration. Otherwise, the Tender submission may not be considered.
- 2.5 Tender are 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 or data asked for in the Schedules are not furnished in full. Where appropriate, descriptive and technical literature should be submitted with the Tender. The 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 the 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 The 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-twenty (120) days** after the Tender Closing Date (“Tender Validity Period”) and the Tenderer agree not to withdraw the offer constituted by such Tender for this 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 relevant Schedule. Such prices shall be net prices allowing for all trade and cash discounts and inclusive of all costs and expenses 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 provision of all of the 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 Tenderers will not be taken into consideration in assessment of Tender Prices.
- 4.4 Tenderers are reminded to ensure the accuracy of their 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 the offer submitted by the Tenderer. The letter of acceptance, together with the Requirements, the Terms of Tender and the Conditions of Contract set forth herein, the submitted proposal of the Successful Tenderer (or parts thereof as accepted by CUHKMC), the Offer to be Bound signed by the Successful Tenderer, and all other negotiated terms (if any) as agreed between CUHKMC and the Successful Tenderer shall constitute a binding contract between CUHKMC and the Successful Tenderer. Tenderer who do not receive any notification within one-hundred-and-twenty (120) 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 a sufficient and valid product/service information, e.g. catalogues, technical specifications, brochures, etc. Additional copies may be requested by CUHKMC to facilitate easy reference and ordering.

8 New Information Relevant to Qualified Status

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

9 Cancellation of Invitation to Tender

Without prejudice to CUHKMC's right to cancel this Invitation to Tender at any time before acceptance of any 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 this Invitation to Tender.

10 Destruction of Tender Submissions that are unsuccessful, etc.

- 10.1 CUHKMC will return the unsuccessful tender submissions upon one-hundred-and-twenty (120) days of Tender closing. The unsuccessful Tenderer(s) should contact CUHKMC to collect its/their tender submissions. If any unsuccessful Tenderer fails to collect its tender submissions within ten (10) days after the one-hundred-and-twenty (120) days of Tender closing, CUHKMC will dispose of its tender documents without notifying such Tenderer.
- 10.2 Where this Invitation to Tender is cancelled, all tender submissions under this Invitation to Tender can be destroyed any time after such cancellation without further notice to the Tenderers.

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 Windows 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 Personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (“Personal Data”) of Tenderer and/or its personnel (collectively, (“Tenderer’s Personal Data”) may be requested for purposes related to evaluation of offer. When Tenderer’s Personal Data is provided, please make sure that the data is accurate and complete. If Tenderer fails to provide the information required or if the information provided is inaccurate or incomplete, the evaluation of the Tenderer’s offer will be affected.
- 12.2 Tenderer’s Personal Data may be made available to:
- a. The CUHKMC Representative.
 - b. Any other relevant parties who require it for matters related to evaluation and (if applicable) acceptance of Tenderer’s offer.
- 12.3 The CUHKMC Representative will only use, disclose or transfer the Tenderer’s Personal Data provided:
- a. For the purposes relating to evaluation and (if applicable) acceptance of offer or directly related purposes; or
 - b. Where permitted by law.
- 12.4 The CUHKMC Representative will obtain the Tenderer’s consent before using Tenderer’s 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/ services 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 environmental 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 any unsuccessful Tenderer), 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 their 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 “Submission of Tender” 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 appropriate Schedule(s).
- 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 the Technical Proposal and the Price Proposal under its Tender submission in two separate sealed plain envelopes, each containing one set of original, three sets of duplicate, and one soft copy in CD-ROM/USB of the relevant proposal. Both the envelope for Technical Proposal and the envelope for Price Proposal should clearly state the subject of this Tender and the tender reference number. In the event of conflict between any hardcopy version and the softcopy version, the original hardcopy version shall prevail.

- 17.4 Each proposal (and any accompanying document(s)), properly completed and enveloped, must be placed in the Tender Box by **12:00 noon on 28 September 2023 (HK Time)**. The Tender box is situated at the following address:

Address: CUHK Medical Centre Limited

12/F, CUHK Medical Centre

9 Chak Cheung Street

Shatin, New Territories

Hong Kong

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

- 17.5 The Tender Closing Time and Tender Closing Date will be extended to 12:00 noon of 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 am and 12:00 noon on the Tender Closing Date;
- 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 am and 12:00 noon on the Tender Closing Date; or
- c. The post-super typhoon “extreme conditions” is announced by the Hong Kong Government between 9:00 am and 12:00 noon on the Tender Closing Date; or
- d. The post-super typhoon “extreme conditions” as announced by the Hong Kong Government exist between 9:00 am 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 **12:00 noon on 4 September 2023 (HK Time)** in writing by email to procurement@cuhkmc.hk.
- 18.2 The answers / responses to Tenderer’s enquires 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 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 the Contract, the Services for the duration of the Term, 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 the 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 the 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 will assign, adequate staff, tools and equipment to efficiently and properly fulfil its obligations under the Contract.
- 2.5 The Successful Tenderer will provide the Services in a satisfactory and skillful manner and shall meet to the satisfaction of CUHKMC any complaints and criticisms that may be made.
- 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 the 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 the 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 actions which may reasonably be required.
- 2.10 The Successful Tenderer and its staff shall not perform any duties and obligations under the 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 the Contract as well as any times, dates or periods that may by agreement between CUHKMC and the Successful Tenderer 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 Requirements, 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 the Services which comply fully with the Requirements and the requirements of the Contract. The Successful Tenderer shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Successful Tenderer of any matter or fact relating to the Requirements, the said requirements or any other provisions of the Contract.

4 Delays

- 4.1 The Successful Tenderer shall provide the Services on or before the applicable Completion Date or service delivery date (as applicable).
- 4.2 If the Successful Tenderer fails to provide the Services by the applicable Completion Date or service delivery date, then the Successful Tenderer shall pay to CUHKMC as and by way of liquidated damages for any loss or damages sustained by CUHKMC.

5 Terms of Payment

- 5.1 Invoice and correspondence concerning payment must be forwarded to CUHKMC after service delivery. CUHKMC shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed to CUHKMC.
 - a. Unless otherwise agreed by CUHKMC, no payment shall be made until the service delivery has been accepted within the meaning of clause 4 of this part.
 - b. The payment shall be made within 30 clear working days from the date of receipt of invoice or acceptance of the Services by CUHKMC, whichever is the later.

6 Liability and Indemnities

- 6.1 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); or
 - 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 negligence of CUHKMC or any of its employees or agents.
- 6.2 The Successful Tenderer shall indemnify CUHKMC and its employees or agents against any claim or demand made against, or any liability (including all costs, charges or expenses whatsoever (including, but not limited to, legal costs and disbursements)) incurred by, CUHKMC or any of its employees or agents in respect of:
- a. Any loss or damage referred to in sub-clause (a) of clause 6.1 of this part or any injury or death referred to in sub-clause (b) of clause 6.1 of this part (save and except any injury or death caused by negligence of CUHKMC or any of its employees or agents); or
 - b. Any loss or damage sustained by, or any injury to or death of, any third party in consequence of negligence of the Successful Tenderer or any of its employees or agents.
- 6.3 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 the Contract and whether there be a claim for compensation or not, the Successful Tenderer shall within 7 clear working days give notice in writing of such injury or death to CUHKMC.
- 6.4 The Successful Tenderer shall indemnify CUHKMC for all costs and damages arising from the delay or failure in the delivery and / or rejection of the Services or any part thereof.
- 6.5 In the event that the Successful Tenderer sells or supplies any goods (collectively, "Goods") to CUHKMC under the Contract, the Successful Tenderer shall, and (as applicable) shall procure the manufacturer to, indemnify CUHKMC against all claims arising at any time that the sale, use or possession of the Goods infringes any patent rights, copyrights or registered design or other intellectual property rights of any third party, or on account of any claims for royalties arising from the sale, use or possession of the Goods. The Successful Tenderer shall be liable for all costs and damages suffered or incurred by CUHKMC that may arise from any such claims.
- 6.6 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 (including, but not limited to, legal liabilities arising out of loss or damage to property and injury or death to persons) as a result of or arising from the performance of the Contract by the Successful Tenderer.
- 6.7 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 (Cap. 71 of the laws of Hong Kong).

7 Corrupt Gifts

If the Successful Tenderer or any employee, agent or sub-contractor of the Successful Tenderer shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong) for the time being in force or any subsidiary legislation made thereafter or under any law of a similar nature in relation to the Contract or any other CUHKMC contract, CUHKMC shall have the right to terminate the Contract, without entitling the Successful Tenderer to any compensation therefor, and the Successful Tenderer shall indemnify CUHKMC against all costs (including, but not limited to, legal costs and disbursements), claims, damages, losses and expenses necessarily incurred or suffered as a result thereof by CUHKMC.

8 Proprietary Right

The copyright and other intellectual property rights of whatever nature subsisted in any software supplied by the Successful Tenderer to CUHKMC (other than any software of which its development has been commissioned to the Successful Tenderer by CUHKMC as the subject matter of the Services and of which all rights therein and ownership thereof shall vest in CUHKMC absolutely) are and shall remain the property of the Successful Tenderer or the relevant copyright owner and the Successful Tenderer shall grant, or the Successful Tenderer shall procure and ensure the relevant copyright owner to grant, to each of CUHKMC and its authorised users an irrevocable, royalty-free, and non-exclusive licence to use the said software.

9 Applicable Law and Dispute Resolution

- 9.1 The validity and interpretation of the Contract shall be governed in all respects by the laws of Hong Kong.
- 9.2 The Successful Tenderer shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under the Contract.
- 9.3 For any dispute, controversy, difference or claim arising out of or relating to the Contract (each a “Dispute”), CUHKMC and the Successful Tenderer shall attempt in good faith to resolve such Dispute by negotiation. If a Dispute cannot be resolved by good faith negotiation between CUHKMC and the Successful Tenderer within 30 days after such negotiation is first initiated by either or both of them, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one.

10 Data Protection

- 10.1 The Successful Tenderer shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (“PDPO”) and any applicable codes and guidelines issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong and/or other relevant regulatory or professional bodies (as may be amended from time to time).

- 10.2 Without prejudice to the generality of clause 10.1 of this part, the Successful Tenderer shall only use Personal Data received or collected pursuant to the Contract for the purpose of performing its obligations under the Contract.

11 Publicity

- 11.1 The Successful Tenderer shall submit to CUHKMC for its review, comment and consent any advertising or other publicity material: (i) which are related to the Contract or the Goods/Services supplied/ to be supplied or other work done/ to be done in connection with the Contract; (ii) wherein the name of CUHKMC (or any affiliate of CUHKMC) or CUHK Medical Centre (or CUHK Medical Clinic) is mentioned or referred to or any trade name, trade mark, service mark, logo, or other proprietary business designation of CUHKMC (or any affiliate of CUHKMC) or CUHK Medical Centre (or CUHK Medical Clinic) (collectively, “Marks”) is shown; or (iii) from which a connection with CUHKMC (or any affiliate of CUHKMC) can reasonably be inferred or implied, before the final production of such material.
- 11.2 The Successful Tenderer shall not publish or use any advertising or other publicity material referred to in clause 11.1 of this part for any promotion or marketing purposes, or otherwise refer to CUHKMC (or any affiliate of CUHKMC) or CUHK Medical Centre (or CUHK Medical Clinic) or use any Marks in any manner, without having obtained the prior written consent of CUHKMC and complying with CUHKMC’s guidelines concerning making reference and use of Marks.
- 11.3 Nothing in the Contract expressly or impliedly constitutes an approval or endorsement by CUHKMC of any goods or services supplied by the Successful Tenderer and the Successful Tenderer agrees not to conduct itself in such a way as to imply or express any such approval or endorsement. Nothing in the Contract shall confer on the Successful Tenderer any ownership rights in any Marks.

12 Confidential Information

The Successful Tenderer shall ensure that its directors, officers, employees, agents, sub-contractors, and professional advisors (collectively, “Successful Tenderer’s Representatives”) should treat any oral or written information of or about CUHKMC and/or its affiliates that is non-public which they obtain during the discussions or negotiations for and/or during the performance under the Contract, or accidentally overhear or encounter when carrying out their work on any CUHKMC premises, as confidential, and that they should not disclose such information to any third party and shall only use such information for the purpose of performing the Successful Tenderer’s obligations under the Contract.

13 Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded the Contract, the Successful Tenderer’s performance under the Contract shall be monitored and taken into account in evaluating the Successful Tenderer’s tenders in response to invitations for tenders issued by CUHKMC in the future. If in the sole opinion of CUHKMC, the performance of the Successful Tenderer under the Contract is unsatisfactory, CUHKMC may in its absolute discretion disqualify the Successful Tenderer, its 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. Tenders from any tenderer who has been so disqualified from tendering by CUHKMC shall be rejected.

14 Occupational Safety and Health (“OSH”)

- 14.1 The Successful Tenderer shall, so far as is reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees, agents and sub-contractors performing the Successful Tenderer's obligations under the Contract. The Successful Tenderer shall for the purpose of the 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 health of its employees, agents and sub-contractors in connection with the use, handling, storage and transportation of plant or substances;
 - c. Provide adequate information, instructions, training and supervision to its employees, agents and sub-contractors on work safety;
 - d. Maintain the workplace, including ingress and egress thereto, as far as is within its control, safe and without risks to health;
 - e. Conduct and monitor OSH compliance;
 - f. 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
 - g. Ensure that its employees, agents and sub-contractors take care of the safety and health of other persons who may be affected by their act or omission and co-operate with the CUHKMC representatives and such other persons to ensure compliance with any applicable statutory requirements.
- 14.2 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 obligations imposed under any applicable statutory requirements, including the Occupational Safety and Health Ordinance (Cap. 509 of the laws of Hong Kong) and all costs (including, but not limited to, legal costs and disbursements) and expenses in connection therewith.

15 Intellectual Property Right

CUHKMC shall be the exclusive owner of all deliverables, information, reports, documents, software, data and materials created, supplied or produced under the Contract, as well as the copyrights and intellectual property rights therein. The appointment of the Successful Tenderer and payment by CUHKMC of the Prices in accordance with the Contract shall operate to assign to CUHKMC automatically the entire copyright and intellectual property rights mentioned above without further act by either party to the Contract being necessary. The Successful Tenderer agrees upon

demand by CUHKMC (whether during or after the Term) to execute such additional documentation as CUHKMC may require to provide evidence and confirm the assignment of such copyrights and intellectual property rights to CUHKMC. Upon completion of the Services, the Successful Tenderer will be required to deliver to CUHKMC all working papers, computer disks, tapes or other materials and documents provided to or prepared by the Successful Tenderer pursuant to the Contract.

The Successful Tenderer shall ensure that no intellectual property rights of any third party have been and/or will be infringed in the provision of the Services or the performance of the Contract, or in the deliverables of the Services or the use thereof, and shall indemnify CUHKMC against any claims for breach of intellectual property rights.

16 Term

The Term of the Contract refers to the period of time from the Commencement Date as defined in the Tender Brief until the expiration of the Service Term as defined in the Tender Brief, unless the Contract is terminated prematurely.

17 Termination

17.1 The Contract may be terminated by CUHKMC by sending sixty (60) days' prior notice in writing to the Successful Tenderer, in which case the Successful Tenderer shall return to CUHKMC a pro-rated amount of the Prices paid by CUHKMC that corresponds to the unexpired period of insurance.

17.2 CUHKMC shall have the right to terminate the Contract at any time upon giving sixty (60) days' prior notice in writing to the Successful Tenderer if any of the following occurs: -

- a. the Successful Tenderer is on actual, threatened, or likely insolvency, bankruptcy, administrative receivership, liquidation, composition of the benefit of its creditors, or anything analogous to any of the foregoing, voluntarily or otherwise, in Hong Kong or any applicable jurisdiction or the Successful Tenderer declares insolvent or is otherwise unable to pay its debts when they fall due;
- b. the Successful Tenderer has committed a breach of the Contract (other than a breach of any provision refers to in paragraph c of this Clause 17.1) 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 from CUHKMC;
- c. the Successful Tenderer, its affiliates or any of the respective personnel of the Successful Tenderer and its affiliates breach any provision of the Contract that governs confidentiality, personal data or anti-bribery;
- d. the Successful Tenderer has failed to provide the Services / achieve the Requirements or the requirements of the Contract 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, consent, permit, authorisation or approval required in order to provide the Services;
 - f. the Successful Tenderer is a subject of any investigation or proceedings which could reasonably be expected to have adverse impact on the reputation of CUHKMC;
 - g. the Successful Tenderer misappropriates, misuses or makes any unauthorised use of any Marks or any other intellectual property rights of CUHKMC or any of its affiliates;
 - h. any change in the applicable law or regulation or the practice of any applicable governmental or regulatory authority, causes or shall cause the Contract to be in breach of such applicable law or regulation or requirement of such authority; and
 - i. the Successful Tenderer suspenses or ceases, or threatens to suspend or cease, its business activities (in whole or in part) which are relevant to the provision of the Services.
- 17.3 Notwithstanding anything in the Contract to the contrary, if a failure of performance on the part of the Successful Tenderer caused by any force majeure event (i.e. any circumstance that is beyond the reasonable control of the Successful Tenderer) exceeds thirty (30) days, CUHKMC may terminate the Contract immediately on written notice to the Successful Tenderer.
- 17.4 Without prejudice to Clause 17.1(d), for any delay in the delivery of Goods and/or Services by the agreed timeline to CUHKMC due to any default on the part of the Successful Tenderer, CUHKMC may consider issuing written warning. Upon receiving three (3) times of the written warning, CUHKMC shall have the right to terminate the Contract.
- 17.5 Upon the expiry or termination of the Contract, the Successful Tenderer shall immediately deliver to CUHKMC all confidential information of or about CUHKMC and/or its affiliates in the possession of the Successful Tenderer and/or the Successful Tenderer's Representatives and all documents and information held by the Successful Tenderer relating to the Goods and/or the Services provided to CUHKMC under the Contract (except that the Successful Tenderer may keep a copy of such documents and information for its internal records purpose and/or as required by applicable laws and regulations.)
- 17.6 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.
- 17.7 Expiry or termination of the Contract shall be without prejudice to the respective rights and obligations of CUHKMC and the Successful Tenderer accrued prior to such expiry or termination.
- 17.8 All provisions of this Agreement which in order to give effect to their meaning need to survive expiry or termination of this Agreement shall remain in full force and effect after such expiry or termination.

18 No Partnership

Nothing in the Contract shall be taken to constitute a partnership, a joint venture or the relationship of principal and agent between CUHKMC and the Successful Tenderer.

19 No Assignment

The Successful Tenderer may not assign any right or transfer any obligation under the Contract without CUHKMC's prior written consent.

20 Contracts (Rights of Third Parties) Ordinance

The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) is expressly excluded and no person who is not a party to the Contract shall be entitled to enforce any right or term of the Contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

21 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:

- a. Letter of Acceptance
- b. Conditions of Contract;
- c. Tender Brief;
- d. Other negotiated terms as agreed between CUHKMC and the Successful Tenderer (if any);
- e. Schedules as submitted by the Successful Tenderer (or part thereof) as accepted by CUHKMC and the Offer to be Bound signed by the Successful Tenderer; and
- f. 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 services specified in the Schedules, which may during the period or periods specified in the Schedules be placed by CUHKMC at the prices quoted in the Schedules free of all other charges, subject to and in accordance with the Terms of Tender and the 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.

This Tender is submitted with the authority 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 partners hereof namely; (state names and residential addresses of all other partners):

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

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

Signature (s): _____

Dated this _____ day of _____

Notes (1) All the particulars required above must be provided. (ii) Strike out clearly alternatives which are not applicable.

PART V

TENDEREE'S BRIEF

This Tenderer's Brief aims at providing Tenderers with general understanding of CUHK Medical Centre Limited ("CUHKMC" or "we", and "our" and "us" shall be construed accordingly) and should be read in conjunction with this Invitation to Tender 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 ("Hospital"), a non-profit, private teaching hospital, is indirectly wholly owned by The Chinese University of Hong Kong ("CUHK").

CUHKMC is committed to provide innovative and patient-centered healthcare services, with package fees 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.

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

PART VI

TENDER BRIEF

1. Purpose

- 1.1 CUHK Medical Centre Limited (“CUHKMC”) aims to invite insurers to submit their proposal for the Provision of Group Medical Insurance for Employees of CUHKMC for an initial period of 12 months from 1 January 2024 to 31 December 2024, extendable at the option of CUHKMC from 1 January 2025 up to 12 months to 31 December 2025.

2. Contract Term and Service Term

- 2.1 The Contract shall take effect from the award of the Contract (i.e. the date of the letter of acceptance issued by CUHKMC) or such other commencement date of the Contract as set out in the letter of acceptance issued by CUHKMC (the “Commencement Date”), and shall continue in force thereafter until the end of the period of twelve (12) months from 1 January 2024 to 31 December 2024 (the “Initial Service Term”). The period of time from the Commencement Date to the end of the Initial Service Term is referred to as the “Initial Term”.
- 2.2 CUHKMC shall have the option to extend the Service Term (as defined below), and thus the Contract, from 1 January 2025 for a period of up to twelve (12) months (the “Renewal Service Term” / the “Renewal Term”) on the same price, terms and conditions of the Contract as applicable to the Initial Service Term by giving not less than sixty (60) days’ written notice to the Successful Tenderer prior to the expiration of the Initial Term. The word “Service Term” in the Contract shall mean the Initial Service Term and (if CUHKMC exercises the option to extend) the Renewal Service Term.

3. Background

- 3.1 CUHK Medical Centre Limited (“CUHKMC”), which operates CUHK Medical Centre, a non-profit, private teaching hospital, is indirectly wholly owned by The Chinese University of Hong Kong (“CUHK”). With a social mission to bridge the service gaps between private and public healthcare in Hong Kong, CUHKMC is dedicated to offering quality healthcare service at affordable and transparent package fees. Please find the ownership structure of CUHKMC set out in **Appendix 1**.
- 3.2 Currently, CUHKMC provides the following medical services (which are subject to change without prior notice):
- i. Hospital (including Integrative Medicine Clinic)
 - ii. Multi-Specialty Out-Patient Clinic (located in Tsim Sha Tsui and Central)
 - iii. Physiotherapy Centre (located in Tsim Sha Tsui)
 - iv. Clinic (Kitchee Clinic)
 - v. Telemedicine and Telepharmacy

- vi. Provision of Medical Services by deployment or designation of Qualified Medical Practitioners and Healthcare Professionals to third party healthcare facilities or premises of or operated by contractors and/or sub-contractors of CUHKMC
- vii. Provision of Medical Services to patients referred by the Hospital Authority at the premises of or operated by CUHKMC and/or the hospitals, clinics and other premises of or operated by the Hospital Authority
- viii. Provision of vaccination services, including outreach vaccination services

3.3 Current Provisions of the Group Medical Insurance

- (a) All employees who are employed under a continuous contract of employment (excluding those employed on a temporary basis) are eligible for medical benefits (including hospitalization (in-patient and day case), out-patient and dental benefits, routine medical check-up as well as out-patient x-ray/laboratory tests and worldwide emergency assistance) effective 1 month after joining CUHKMC.
- (b) There are 3 medical benefit plans. Employees' benefit entitlements are based on respective job bands. Plan 1 for employees at Band C and above, Plan 2 for employees at Band D and Band E, and Plan 3 for employees at Band F and below.

3.4 Usage

Please contact CUHKMC Procurement Unit via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive the usage details.

4. General Requirements

The submitted proposal should fulfil the following requirements :

Item No	Items	Details
1	Fixed Premium Rate	A fixed annual premium rate shall be applied for the Initial Service Term from 1 January 2024 to 31 December 2024, and (if CUHKMC exercises the option to extend) the Renewal Service Term from 1 January 2025 up to 12 months to 31 December 2025. Should the Renewal Service Term is less than 12 calendar months, the fixed premium rate payable by CUHKMC for such Renewal Service Term shall be pro-rated accordingly.
2	Scope of Coverage	24 Hours Worldwide
3	Minimum Requirements for Medical Benefits Package	<p><u>Minimum Requirements on Medical Benefits ("Attachment")</u></p> <p>CUHKMC requires Tenderers to submit a total of 4 medical benefits packages in their Tender. The minimum requirements of each medical benefits package are listed in the attachment for Tenderers' information.</p> <p>Tenderers should demonstrate in their Tender that, for each package, at least the listed requirements are complied. Tender</p>

Item No	Items	Details
		<p>submission that does not comply with such requirements will not be considered.</p> <p>Tenderers should also note that the requirements in the attachment list are only the basic requirements. Tenderers can recommend the most suitable and best offer in their submitted proposals for CUHKMC's consideration. Tenders with better benefits or more favorable to CUHKMC will receive higher marks in the Technical Assessment.</p> <p>The Tenderer's proposal, i.e. 4 medical benefits packages will be evaluated independently. CUHKMC has the absolute discretion to select the most suitable medical benefits package in full or partially. The Successful Tenderer is obligated to provide the medical benefits package selected by CUHKMC at the price quoted in their Tender submission.</p>
4	Optional Value-Added Benefits	<p>Please state other optional value-added benefits in the policy. e.g.</p> <ul style="list-style-type: none"> - Personal Medical Case Management Services with Rehabilitation Management - Wellness Webinar - Employee Assistance Program - No sanction clause in the policy
5	Procedures for Network / Non-Network Inpatient and Outpatient Services	<ol style="list-style-type: none"> a. Please state the procedures for network/ non-network inpatient and outpatient services. b. Please state the details of pre-authorization procedure (if any). c. Higher evaluation rating would be scored if convenient procedures and user friendly materials are available for further assistance. d. Higher evaluation rating would be scored for those with detailed Standard Operation Procedure (SOP) and superior Service Level Agreement (SLA)
6	Claim Procedures	<ol style="list-style-type: none"> a. Please state the claim procedures and assistance clearly in the policy.

Item No	Items	Details
		<p>b. Please state the committed lead time for reimbursement.</p> <p>c. Higher evaluation rating would be scored if convenient channels are available for claim submission and user friendly materials are available for further assistance. e.g. electronic submission via mobile app</p> <p>d. Higher evaluation rating would be scored for a shorter reimbursement lead time.</p> <p>e. Higher evaluation rating would be scored for those with detailed Standard Operation Procedure (SOP) and superior Service Level Agreement (SLA).</p>
7	Member Services Supports	<p>Please state the availability of the member services supports e.g. Hotline/ Call Centre, Email, Online Member Portal, Mobile App, Member Handbook, Online Network Doctor Search, Online Enquiry Services of Claim Status</p> <p>Higher evaluation rating would be scored for those with superior Service Level Agreement (SLA) to enhance the user experience to use the services provided by the services provider.</p> <p>e.g. Hotline/ Call Centre:</p> <ul style="list-style-type: none"> - Agent Availability - Average Time to Respond - Average Handle Time (AHT) - Mean Time to Resolution (MTTR) <p>Email:</p> <ul style="list-style-type: none"> - Percentage of emails responded within 4/ 8/ 12/ 24 hours <p>Online Member Portal/ Mobile App:</p> <ul style="list-style-type: none"> - Availability and uptime percentage
8	Administrative Procedures and Support	<p>Please list out all relevant administrative policies and procedures (including but not limited to user friendly diagrams/ workflows)</p> <p>e.g.</p> <ul style="list-style-type: none"> i. Member Enrollment/ Movement/ Termination ii. Logistics of (Physical/ Electronic) Medical Card Delivery iii. Report/ Query on Network Doctor iv. Report/ Query on Member Information

Item No	Items	Details
		v. Report/ Query on Claim Summary vi. Report/ Query on Loss Ratioetc. Higher evaluation rating would be scored for those with detailed Standard Operation Procedure (SOP) and superior Service Level Agreement (SLA) that streamline the whole administrative workflow and minimize the manual effort of CUHKMC.
9	Insurance Premium	a. Please separately state the annual insurance premium for employees and dependents in the submitted proposals. b. Annual insurance premium of optional benefit plans for employees and dependents should be provided separately for further evaluation.
10	Payment Method	Please state the details of billing and payment method in the submitted proposals.
11	Company Profile	Insurance company should provide the following information in the proposal: a. Company profile, financial background and licence number registered in Insurance Authority in Hong Kong b. Scope of services c. Team structure, qualification, experience, specialist knowledge and contact channels of the dedicated account management service team d. Client reference e. Value-added services

5. **Confidentiality**

Without prejudice to Clause 12 (Confidential Information) of the Conditions of Contract, the information provided in this Tender Brief and all other information provided by or on behalf of CUHKMC to the Tenderers in connection with this Invitation to Tender should be kept in strict confidence by each Tenderer. It cannot be passed to another party without CUHKMC's prior consent or used for purposes other than (i) working out the proposal, (ii) completing the tasks set out in this Tender Brief, and (iii) obtaining insurance by the Tenderer in connection with the Tender or the Contract. Subject to clause 15 (Consent to Disclosure) of the Terms of Tender, all information submitted by Tenderers will be kept in strict confidence and used solely for assessment and selection purposes.

6. Submission of Tender

6.1 Two-Envelope Bidding

- (a) 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:-

- (i) Technical Proposal – contains the complete set of tender documents, except Schedule 3 – Price and all supplementing documents (if any).
- (ii) Price Proposal – contains Schedule 3 – Price and all supplementing quotations (if any).

(Note: Tender reference number; Description and Tender Closing Date shall be marked on the envelopes for easy identification.)

- (b) CUHKMC will complete the technical assessment first by evaluating the technical proposals of the Tenders according to the Requirements and Presentation (if required). The price proposals of those Tenders which can pass technical assessment will be evaluated further based on the price proposal.

6.2 Interested Tenderers must provide the following information in their tender submission:

(a) Schedule 1 – Company / Organisation Profile

- (i) Name and address of the company/business organisation.
- (ii) Ownership Structure chart (that shows all the direct and indirect shareholder(s)/owner(s) of Tenderer and all the direct and indirect subsidiaries of Tenderer) and Organisation chart (that shows the internal organisation structure of Tenderer) of the company/business organisation.
- (iii) Length and nature of business experience including without limitation to experience in the performance and/or provision of the Services.
- (iv) A copy of its Articles of Association or other documents evidencing its business statutes.
- (v) Copies of current business registration certificate
- (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 provide 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) Relevant experience in local and overseas market in providing the services in relation to the Tender, including client/project credentials, range and scope of services, etc.
- (ix) If the Tenderer wishes to fulfil its obligations under the submitted

proposal through subcontracting or partnership with third parties, details including name of the subcontracting or partnership organisation and responsibilities should be stated.

(b) **Schedule 2 – Compliance to Tender Requirements**

- (i) Tenderer must provide a proposal covering all requirements in Section 4 (General Requirements); and
- (ii) A summary table with clear indication must be provided to list out the requirements in Section 4 (General Requirements) of this part and the corresponding clauses in the insurance policy in the proposal submitted.

(c) **Schedule 3 – Price**

- (i) The annual insurance premium for each of the 3 benefit plans with detailed price breakdowns for outpatient, inpatient (including day case) and dental benefits, etc, and for each medical benefits package. The offer shall be comprehensive without hidden costs. All possible costs shall be clearly stated in the price proposal for consideration.
- (ii) Detailed price breakdown for the following optional benefits should be stated in the price proposal separately :
 - Voluntary Top-Up Benefits
 - Voluntary Conversion Benefits Leavers

(d) **Schedule 4 – Duly completed and signed Consent to Disclosure**

(e) **Schedule 5 – Duly completed and signed Non-Collusion Certificate**

(f) **Schedule 6 – Personal Data (Privacy) (Amendment) Ordinance**

The offer without full submission of the above will not be considered.

7. Other Information

Tenderer is requested to supply any information which the Tenderer considers relevant to the proposal to CUHKMC.

8. Payment Terms

The Tenderer shall specify the proposed payment terms in Schedule 3 – Price.

Payment will be made within 30 clear working days from the date of receipt of invoice or acceptance of the Services by CUHKMC, whichever is the later.

9. **Basis of Acceptance**

Tenderer should note that their Tenders will be considered against each medical benefits package. **Technical and price evaluation will be conducted independently for each medical benefits package proposed and only one medical benefits package will be selected for award of contract to the Tenderer who proposes such package. CUHKMC has its discretion to select the medical benefits package in full or partially.** Partial or incomplete Tender will not be considered. The right to accept all or part of any Tender is reserved by CUHKMC. Should any item be dependent on the acceptance of other items, it shall be clearly stated in the relevant Schedules.

10. **Selection Criteria**

10.1 Mandatory Requirements Assessment

Full compliance with the tender requirements as stipulated in Section 4 (General Requirements) of this part is required. Tenderer should provide the compliance details in each Schedule. Tender proposals will not be considered further if the Tender requirements cannot be fully satisfied.

10.2 A marking scheme with weighting of 60% on Technical Assessment and 40% on Price Assessment will be adopted. Scoring distribution is as follows:

Selection Criteria	Weighting
Technical Assessment	60%
(a) Applicability, versatility and breadth of medical benefits in favour of CUHKMC staff and/or dependents, including but not limited to: (i) Network coverage, co-payment value, direct billing availability etc. (ii) Non-Network benefits: Reimbursement percentage and limit of reimbursement amount (iii) Supplementary Major Medical (SMM): Reimbursement percentage and limit of reimbursement amount (iv) Worldwide emergency assistance coverage	25%
(b) Simple and convenient operation procedures for both CUHKMC and its staff and/or dependents, including but not limited to: (i) Network/ Non-Network inpatient and outpatient services application procedures (ii) Claim procedures and lead time of reimbursement (iii) Support of member services, e.g. designated hotline, mobile apps and email for CUHKMC, etc. (iv) Administrative procedures (e.g. member enrolment,	25%

Selection Criteria	Weighting
medical card delivery etc.) (v) Other Value-Added Services (e.g. Wellness Webinar, Employee Assistance Program etc.)	
(c) Insurer's Profile, including proven experience and track records, financial background, client reference, etc.	10%
Price Assessment	40%

10.3 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 offer which scores less than 30 marks in the Technical Assessment will be considered disqualified and shall not proceed to Price Assessment.

10.4 Price Assessment

The price assessment score of a proposal is calculated as follows:

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

10.5 The medical benefits package that obtains the highest combined score, i.e. technical assessment score plus price assessment score would be recommended for acceptance. CUHKMC will select one medical benefits package in full or partially for award of contract.

PART VII
SCHEDULE OF SUBMISSIONS

Schedule 1 – Company / Organisation Profile

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 2 – Compliance to Tender Requirements

- (i) Tenderer must provide a proposal covering all requirements in Section 4 (General Requirements) of the Tender Brief; and
- (ii) A summary table with clear indication must be provided to list out all the requirements in Section 4 (General Requirements) of the Tender Brief and the corresponding clauses in the insurance policy as submitted in the proposal.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 3 – Price

(To be submitted separately in the envelope for Price Proposal)

The annual insurance premium for each of the 3 benefit plans with detailed price breakdowns for outpatient, inpatient (including day case) and dental benefits shall be provided.

Selection 1: Medical Benefits Package No. 1

	Annual Premium Rate (HK\$)		
	Plan 1	Plan 2	Plan 3
For Employees			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per employee:			
No. of employees ^{Note (i)} :			
Annual premium for employees:			
For Dependents			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per dependent:			
No. of dependents ^{Note (i)} :			
Annual premium for dependents:			
Total annual premium for 3 plans:			
IA Levy:			
Total Tender Sum (including IA Levy):			

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Note:

- (i) For the number of employees and dependents, please contact CUHKMC Procurement Unit via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive the details.
- (ii) A fixed premium rate shall be applied to each of the Initial Service Term from 1 January 2024 to 31 December 2024, and the Renewal Service Term from 1 January 2025 to 31 December 2025.
- (iii) The offer shall be comprehensive without hidden costs. All possible costs shall be clearly stated in the price proposal for consideration.
- (iv) Detailed price breakdown for the optional benefits should be quoted in separate sheets.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 3 – Price
(To be submitted separately in the envelope for Price Proposal)

Selection 2: Medical Benefits Package No. 2

	Annual Premium Rate (HK\$)		
	Plan 1	Plan 2	Plan 3
For Employees			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per employee:			
No. of employees ^{Note (i)} :			
Annual premium for employees:			
For Dependents			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per dependent:			
No. of dependents ^{Note (i)} :			
Annual premium for dependents:			
Total annual premium for 3 plans:			
IA Levy:			
Total Tender Sum (including IA Levy):			

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Note:

- (i) For the number of employees and dependents, please contact CUHKMC Procurement Unit via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive the details.
- (ii) A fixed premium rate shall be applied to each of the Initial Service Term from 1 January 2024 to 31 December 2024, and the Renewal Service Term from 1 January 2025 to 31 December 2025.
- (iii) The offer shall be comprehensive without hidden costs. All possible costs shall be clearly stated in the price proposal for consideration.
- (iv) Detailed price breakdown for the optional benefits should be quoted in separate sheets.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 3 – Price
(To be submitted separately in the envelope for Price Proposal)

Selection 3: Medical Benefits Package No. 3

	Annual Premium Rate (HK\$)		
	Plan 1	Plan 2	Plan 3
For Employees			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per employee:			
No. of employees ^{Note (i)} :			
Annual premium for employees:			
For Dependents			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per dependent:			
No. of dependents ^{Note (i)} :			
Annual premium for dependents:			
Total annual premium for 3 plans:			
IA Levy:			
Total Tender Sum (including IA Levy):			

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Note:

- (i) For the number of employees and dependents, please contact CUHKMC Procurement Unit via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive the details.
- (ii) A fixed premium rate shall be applied to each of the Initial Service Term from 1 January 2024 to 31 December 2024, and the Renewal Service Term from 1 January 2025 to 31 December 2025.
- (iii) The offer shall be comprehensive without hidden costs. All possible costs shall be clearly stated in the price proposal for consideration.
- (iv) Detailed price breakdown for the optional benefits should be quoted in separate sheets.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 3 – Price
(To be submitted separately in the envelope for Price Proposal)

Selection 4: Medical Benefits Package No.4

	Annual Premium Rate (HK\$)		
	Plan 1	Plan 2	Plan 3
For Employees			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per employee:			
No. of employees ^{Note (i)} :			
Annual premium for employees:			
For Dependents			
Out-patient Benefits			
Inpatient Benefits			
Supplementary Major Medical (SMM)			
Dental			
Annual premium rate per dependent:			
No. of dependents ^{Note (i)} :			
Annual premium for dependents:			
Total annual premium for 3 plans:			
IA Levy:			
Total Tender Sum (including IA Levy):			

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Note:

- (i) For the number of employees and dependents, please contact CUHKMC Procurement Unit via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive the details.
- (ii) A fixed premium rate shall be applied to each of the Initial Service Term from 1 January 2024 to 31 December 2024, and the Renewal Service Term from 1 January 2025 to 31 December 2025.
- (iii) The offer shall be comprehensive without hidden costs. All possible costs shall be clearly stated in the price proposal for consideration.
- (iv) Detailed price breakdown for the optional benefits should be quoted in separate sheets.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 4 - Consent to Disclosure

To: CUHK Medical Centre Limited (CUHKMC)

Re: Provision of Group Medical Insurance for Employees of CUHK Medical Centre
Limited for a period of 12 months from 1 January 2024 to 31 December 2024
(extendable from 1 January 2025 up to 12 months to 31 December 2025)

We, *[insert the name of the Tenderer]*, hereby irrevocably authorise, consent and agree that if CUHKMC agrees to engage us to carry out the Provision of Group Medical Insurance for Employees of CUHK Medical Centre Limited for a period of 12 months from 1 January 2024 to 31 December 2024 (extendable from 1 January 2025 up to 12 months to 31 December 2025), CUHKMC may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to us, disclose to any person in such form and manner as CUHKMC deems fit:

- (a) the fees, costs and expenses payable by CUHKMC for engaging us; and
- (b) the fee proposal submitted by us on *[insert the relevant date]*.
- (c) Other 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.

We hereby waive and forego our right, if any, to make any claims against CUHKMC for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by CUHKMC.

Dated this _____ day of _____

SIGNED by *[insert the name(s) of the signator(ies)]*,)
the *[insert the post(s) of the signator(ies)]* of the)
[insert the name of the Tenderer])
in the presence of : -

Signature of Witness
Name of Witness:
Occupation:
Address:

Schedule 5 - Certificate of Non-Collusion

We, *[insert the name of the Tenderer]*, 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 agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; and
- (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 the proposed Tender any act or thing of the sort described above.

In this certificate, the word “person” includes any person and any body or association, corporation or unincorporated, and “any agreement or arrangements” 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 Contract, CUHKMC may:

- (i) disqualify our Tender from consideration;
- (ii) withdraw any confirmation of award of contract already made, without penalty or liability;
- (iii) disqualify us, our holding company and subsidiaries from participation in any future invitation to tender issued by CUHKMC for such period as CUHKMC may in its entire discretion consider appropriate; and/or
- (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 with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Schedule 6 - Personal Data (Privacy) (Amendment) Ordinance

The new provisions on data processors under the Personal Data (Privacy) (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/the Contract.
- 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 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 me/us 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 with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

PART VIII
APPENDIX

Appendix 1 – Ownership Structure of CUHKMC

