

Tender Reference No.: NS-TD-202301

20 September 2023

**CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER**

**Provision of Qualified Nurses for Rendering Services at CUHK Medical Centre
for a period of 12 months tentatively from 1 January 2024 to 31 December 2024
(extendable from 1 January 2025 up to 12 months to 31 December 2025)**
(Tender No.: NS-TD-202301)

CUHK Medical Centre Limited (CUHKMC) intends to invite tenderer to submit a proposal for the Provision of Qualified Nurses for Rendering Services at CUHK Medical Centre Limited for a period of 12 months tentatively from 1 January 2024 to 31 December 2024 (extendable on same 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 1 November 2023 (HK Time)**.

Late submissions or incomplete proposals will not be considered. Please note that this Invitation to Tender 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

Invitation to Tender

for

**Provision of Qualified Nurses for Rendering Services
at CUHK Medical Centre for a period of
12 months tentatively from 1 January 2024 to
31 December 2024
(extendable from 1 January 2025 for up to 12 months
to 31 December 2025)**

Tender Reference: NS-TD-202301

Tender Issue Date: 20 September 2023

**Tender Closing Date and Time: 12:00 noon on
1 November 2023 (HK Time)**

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II	Terms of Tender
III	Conditions of Contract
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PART I
INTERPRETATION

In this Tender documents, 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 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 1 November 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 11 October 2023 (HK Time)** in written 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 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 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)'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 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 the CUHKMC as and by way of liquidated damages for any loss or damages sustained by the CUHKMC.

5 Terms of Payment

- 5.1 Invoice and correspondence concerning payment must be forwarded to the CUHKMC after system completion/service delivery. The 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 system/services by CUHKMC, whichever is the later.

6 Liability and Indemnities

- 6.1 The 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 the 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 the negligence of the CUHKMC or any of its employees or agents.
- 6.2 The Successful Tenderer shall indemnify the CUHKMC and its employees or agents against any claim or demand made against or any liability incurred (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 any 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 the 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 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.
- 6.6 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 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 they should not disclose such information to any third party and shall only use such information for the purpose of performing its 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 CUHKMC shall have the right to terminate the Contract at any time by giving not less than thirty (30) days advance written notice to the Successful Tenderer before expiry of the Term. If CUHKMC does not serve the notice to terminate, the Contract will remain in full force on the same terms and conditions until its expiry.
- 17.2 CUHKMC shall have the right to terminate the Contract at any time immediately by written notice 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 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 their respective personnel 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 suspends 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 which 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 17.2(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.
- 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 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 Code of Conduct

Having due regard to the corporate image and reputation of CUHKMC and the need to uphold corporate social responsibilities, the Successful Tenderer shall, and procure its employees, agents and subcontractors to, comply with the code of conduct of suppliers titled "Responsible Sourcing Guideline of CUHKMC", which is applicable to all suppliers of CUHKMC. The Responsible Sourcing Guideline of CUHKMC can be obtained from the [website](#) of CUHKMC.

19 Environmentally Responsible Purchasing

- 19.1 The 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.
- 19.2 The CUHKMC identifies products which present environmental concerns and addresses these concerns in the approval of the Tender specifications and in the Tender evaluation process.

20 Intellectual Property Right

- 20.1 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.
- 20.2 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, and shall indemnify CUHKMC against any claims for breach of intellectual property rights.

21 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.

22 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.

23 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 9 of Part VII. 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. The 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.

24 Warranties

- 24.1 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.
- 24.2 The Successful Tenderer warrants that the Services will be performed by competent persons exercising due skill and care and that such persons shall hold all necessary and valid permits and licenses as may be required by law to perform such Services.
- 24.3 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 the CUHKMC.
- 24.4 The Successful Tenderer undertakes to forthwith remedy free of charge to the CUHKMC any failure or defect in the Services.
- 24.5 The Successful Tenderer undertakes to rectify any faulty or inadequate Services forthwith by appropriate action as determined at the CUHKMC option.
- 24.6 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.

25 Assignment and Sub-Contracting

- 25.1 The Successful Tenderer shall not assign any right or transfer any obligation under the Contract or any part thereof without the prior written consent of the CUHKMC. Any assignment or subcontract made without such consent shall be of no effect.
- 25.2 Unless otherwise agreed by the CUHKMC, the Successful Tenderer shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or subcontract.
- 25.3 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 Successful Tenderer. The CUHKMC may require any or all details of any sub-contract to be divulged to him prior to granting his consent above.

26 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 goods and/or services specified in the Schedules, which may during the period or periods specified in the Schedules be placed by the CUHKMC Representative 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

2.4 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 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 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 the 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

The 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

CUHK Medical Centre Limited (“CUHKMC”) aims to invite Tenderers to submit their proposals for the Provision of Qualified Nurses for Rendering Services at CUHKMC for an initial period of 12 months tentatively 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 tentatively 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 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

A sustainable supply of high-quality nursing professionals is essential for CUHKMC to ensure provision of quality healthcare service to the community. CUHKMC is seeking Nursing agencies for supplementary manpower supply to strengthen its overall nursing workforce and enhance its flexibility in order to tackle the regular operations needs as well as the new business development plans.

4. Objectives

CUHKMC is seeking one or more qualified and suitable nursing agencies to provide supplementary manpower for rendering professional nursing services at CUHKMC to enhance its level of service by providing standard nursing practice according to the CUHKMC’s operational needs and guidelines.

CUHKMC intends to appoint qualified Successful Tenderers to provide standard nursing services on an as-needed basis to ensure quality, consistent nursing coverage in the hospital. There is no guarantee that the Successful Tenderer(s) will be utilized by CUHKMC, and there is no minimum commitment level of Registered Nurses (RNs) / Enrolled Nurses (ENs) or shift on the part of CUHKMC.

5. Tentative Timeline

The key milestones and tentative timeline of this Invitation to Tender are as follows:

Item	Activity/Description	Timeline
1	Issue Invitation to Tender	20 September 2023
2	Deadline of Submission Enquiries	11 October 2023
3	Submission Deadline of the Tender	1 November 2023
4	Award of Contract	November – December 2023
5	Commissioning of the Services	1 January 2024

6. Scope of Work

The Successful Tenderer(s) will provide Registered Nurses (RNs) and Enrolled Nurses (ENs) licensed by the Nursing Council of Hong Kong to carry out standard nursing practice according to the CUHKMC's operational needs and guidelines.

6.1 Mandatory Requirements and Specifications

The submitted proposal should fulfil the following mandatory requirements and specifications:

Clause no.	Items	Details
1	Location of work	The RNs and ENs provided by the Successful Tenderer(s) shall carry out standard nursing practice in clinical units of CUHKMC, including but not limited to wards, clinics and specialty centres.
2	Coverage hours	The RNs and ENs provided by the Successful Tenderer(s) shall follow the shift hours and roster pattern as assigned by CUHKMC, including day and nights shifts and shifts falling on weekdays, Saturdays, Sundays & Public Holidays.
3	Scope of duties	<p><u>For Registered Nurse:</u></p> <p>Provide quality nursing care to patients and support the supervisor(s) and other healthcare professionals in clinical unit(s) to ensure smooth operations of clinical services and safe care to patients in accordance with CUHKMC's operational guidelines and work instructions</p> <p><u>For Enrolled Nurse:</u></p> <p>Provide quality patient care and respond proactively to meet client needs in accordance with CUHKMC's operational guidelines and work instructions.</p>
4	Licenses	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs are holders of valid Certificate of Registration (for RNs) / Certificate of Enrolment (for ENs) and valid Practising Certificate issued by the Nursing Council of Hong Kong.</p> <p>The Successful Tenderer(s) shall provide relevant supporting documents to prove the validity of the said licenses.</p> <p>Each RNs and ENs shall bring along a copy of his / her valid current Registration Certificate / Practising Certificate which has been certified by the Successful Tenderer(s) and his / her original Hong Kong Identity Card upon reporting duty to CUHKMC.</p>
5	Qualifications	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs have fulfilled the Basic Life Support (BLS) Training and Infection Control Training, and maintain validation of the said qualifications.</p> <p>The Successful Tenderer(s) shall provide relevant supporting documents to prove the validity of the said qualifications.</p>
6	Work Experience	The Successful Tenderer(s) shall ensure the provided RNs and ENs possess at least 1 year of relevant work experience in hospitals.

		Upon request by CUHKMC on specific specialties, The Successful Tenderer(s) shall ensure the provided RNs and ENs possess at least 1 year of relevant work experience in the required specialty.
7	Fulfilment of Duty Requests	<p>CUHKMC will notify the Successful Tenderer(s) of the number of qualified nurses needed and the exact requirements/duty requests, as and when the needs arise. The Successful Tenderer(s) shall provide the details of the RNs and ENs assigned for duties, including their names, contact numbers, licenses, work experiences, and qualifications, to CUHKMC within 3 working days.</p> <p>The Successful Tenderer(s) must inform CUHKMC at least 2 hours prior to the commencement of the shift of any sudden changes (such as sick leave of the assigned RNs or ENs) and the details of the replacement in his/her place.</p> <p>The Successful Tenderer(s) shall use all reasonable efforts to assist CUHKMC to arrange additional RNs and ENs as soon as practical in the case of emergency such as influenza seasons, surge periods, infectious disease outbreaks, etc.</p>
8	Insurance Coverage	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs are fully covered by Medical Malpractice Insurance when attending duties in CUHKMC.</p> <p>The Successful Tenderer(s) shall verify and provide to CUHKMC evidences of the related RNs and ENs' Medical Malpractice Insurance.</p>
9	Trainings	<p>The Successful Tenderer(s) shall provide relevant trainings to the RNs and ENs to ensure that the RNs and ENs are adequately prepared to attend duties at CUHKMC.</p> <p>Before reporting for duty at CUHKMC, RNs and ENs must receive infection control training. The Successful Tenderers(s) shall keep all the infection control procedure, guidelines and training records.</p>
10	Uniform and Identification	The Successful Tenderer(s) shall provide uniforms and unique identifications such as staff cards or name batches for all RNs and ENs attending duties at CUHKMC. Uniform laundering shall be at no extra cost to CUHKMC.
11	Designated contact point with CUHKMC	The Successful Tenderer shall appoint a designated contact point or account servicing team to handle service requests, daily operation and interact with CUHKMC.

6.2 Estimated Service Demand

At initial stage, the estimated service demand will be up to 16 RNs or ENs per day (up to 31 working days per month). CUHKMC are not bound by such estimation and CUHKMC is free to increase or decrease, cancel or reschedule the Services required by giving prior notice.

The Successful Tenderer(s) is expected to use all reasonable efforts to prevent personnel turnover of the RNs and ENs assigned to CUHKMC so as to maintain stability and continuity of services without disruption.

7. Price Payment Schedule

- 7.1 Tenderers shall submit Tender Prices with a detailed and itemized breakdown. Such submission will be included as Schedule 1 of Part VII. Unit cost shall include all labour cost and all necessary costs, but not limited to on-costs, material costs, equipment costs, supervision and management costs.
- 7.2 Payment shall be made in Hong Kong Dollars unless otherwise specified by the Tenderers and agreed by CUHKMC.
- 7.3 The payment will be made monthly. The Successful Tenderer shall submit to CUHKMC an invoice 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.
- 7.4 Payment for the nursing services shall be made against invoice addressed to the CUHKMC Representatives, and should be the subject of all the copies of nursing bill accompanying the invoice. Unless otherwise agreed by the CUHKMC Representatives, 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 30 days of receipt of invoices.

8. Confidentiality Undertaking

The Successful Tenderer is required to sign confidentiality undertaking to CUHKMC. The confidentiality undertaking form is attached in Appendix I.

9. Confidentiality

Without prejudice to Clause 12 of the Conditions of Contract, the information provided in this Tender Brief 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. All information submitted by Tenderers will be kept in strict confidence and used solely for assessment and selection purposes.

10. Submission of Tender

10.1 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 1 – Price and all supplementing quotations.
 - ii. Price Proposal – contains Schedule 1 – Price and all supplementing quotations.
- (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. The price proposals of those Tenders which can pass technical assessment will be evaluated further based on the price proposal.

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

Schedule 1	Price
Schedule 2	Statement of Compliance with CUHKMC’s Mandatory Requirements and Specifications
Schedule 3	Tenderer’s Experience and Proven Track Records in Nursing Services Business
Schedule 4	Organization Structure, Manpower Plan, Emergency Staff Support and Contingency Plan
Schedule 5	Details of Capacity for the Provision of the Services (including the number of nurses’ pools by breakdown into RNs & ENs, their respective years of experiences, their respective qualifications on specialties)
Schedule 6	Proposed Operation Procedure for the provision of the Services
Schedule 7	Quality Assurance Programme
Schedule 8	Compliance of Infection Control Checklist
Schedule 9	Declaration on Convictions to Hong Kong Ordinance
Schedule 10	Consent to Disclosure
Schedule 11	Non-Collusion Certificate
Appendix I	Confidentiality Undertaking
Part V	Offer to be Bound

11. Selection Criteria

11.1 Mandatory Requirements Assessment

Tender specifications are all mandatory requirements. Full compliance with the mandatory requirements specified in Section 6.1 of Part VI is required. Tender proposals will not be considered further if the mandatory tender requirements cannot be fully satisfied.

11.2 A marking scheme with weighting of 50% on Technical Assessment and 50% on Price Assessment will be adopted. Scoring distribution is as follows:

Assessment Criteria	Weighting
Technical Assessment	50%
1. Tenderer's operational experience and capability: (a) Proven track record, relevant experience in provision of the Service at healthcare institutions/hospitals in the past 3 years (e.g. list of clientele, client's assessment/ feedback). (b) Capacity (i.e. number of qualified nurses and their experience, organization of company, infrastructure support etc.) (c) Operation workflow to meet the requirements of CUHKMC	25%
2. Quality and Deliverables (a) Turnaround time for assigning qualified nurses according to the requirements from CUHKMC. (b) Manpower resources allocation and management including local support team and emergency support (i.e. number of team members delivering the project and local/on-site support against overseas/virtual support etc.) (c) Quality management structure and assurance system/plan	25%
Price Assessment	50%

11.1 Technical Assessment

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

$$50 \times \frac{\text{Total technical score of the conforming proposal being assessed}}{\text{The highest total technical score among all the conforming proposals}}$$

Any offer which scores less than 25 marks in the Technical Assessment will be considered disqualified and shall not proceed to Price Assessment.

11.2 Price Assessment

The price assessment is calculated as follows:

$$50 \times \frac{\text{Lowest Tender price among the conforming proposals}}{\text{Tender price of the proposal being assessed}}$$

11.3 Tenderer(s) who meet all mandatory requirements outlined in Section 6.1 of Part VI and pass technical assessment will then be further evaluated on price. Qualified Tenderer(s) will be awarded with Contract.

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 should specify a list of those departures and reference each departure to the appropriate paragraph(s) and part(s) of the Tender and each should be fully explained and discussed, including the effect of the departure.

SCHEDULE 1

Price

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

Part A: Service Fees for Day shift

i.) Initial Term (1 January 2024 to 31 December 2024)

Registered Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Registered Nurse (RN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Registered Nurse (RN)												

Enrolled Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Enrolled Nurse (EN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Enrolled Nurse (EN)												

Person Authorized to Sign Tender

Name of Company with Company Chop:

Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

ii.) Renewal Term (1 January 2025 to 31 December 2025)

Registered Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Registered Nurse (RN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Registered Nurse (RN)												

Enrolled Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Enrolled Nurse (EN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Enrolled Nurse (EN)												

Person Authorized to Sign Tender

Name of Company with Company Chop:

Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Part B: Service Fees for Night shift

i.) Initial Term (1 January 2024 to 31 December 2024)

Registered Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Registered Nurse (RN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Registered Nurse (RN)												

Enrolled Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Enrolled Nurse (EN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Enrolled Nurse (EN)												

Person Authorized to Sign Tender

Name of Company with Company Chop:

Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

ii.) Renewal Term (1 January 2025 to 31 December 2025)

Registered Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Registered Nurse (RN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Registered Nurse (RN)												

Enrolled Nurse

No. of Services Hours	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5
Enrolled Nurse (EN)												
No. of Services Hours	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	
Enrolled Nurse (EN)												

Remarks:

1.) Please make it explicit if there are any supplemental quotations on adverse weather and/or other conditions.

2.) The service fee for RN and EN is calculated in units of half an hour, and the service fee is charged to the nearest half hour based on a 15-minute principle. For example, if the total service hours of an RN are 6 hours and 15 minutes, the service fee for 6 hours will be charged. If the total service hours of an RN are 6 hours and 16 minutes, the service fee for 6.5 hours will be charged.

Person Authorized to Sign Tender

Name of Company with Company Chop:

Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 2

Statement of Compliance with CUHKMC's Mandatory Requirements and Specifications

Tenderers must indicate, clause by clause, whether their offered service comply fully with the specifications in Section 6.1 of Part VI by entering 'Yes' or 'No' against each clause. Tenderers, at their own discretion, may add details to provide further information pertaining to the clause. Failure of the Tenderers to comply with the foregoing requirements may jeopardize the consideration of their offers.

Clause no.	Items	Details	Compliance Yes/No	Details
1	Location of work	The RNs and ENs provided by the Successful Tenderer(s) shall carry out standard nursing practice in clinical units of CUHKMC, including but not limited to wards, clinics and specialty centres.		
2	Coverage hours	The RNs and ENs provided by the Successful Tenderer(s) shall follow the shift hours and roster pattern as assigned by CUHKMC, including day and nights shifts and shifts falling on weekdays, Saturdays, Sundays & Public Holidays.		
3	Scope of duties	<p><u>For Registered Nurse:</u></p> <p>Provide quality nursing care to patients and support the supervisor(s) and other healthcare professionals in clinical unit(s) to ensure smooth operations of clinical services and safe care to patients in accordance with CUHKMC's operational guidelines and work instructions</p> <p><u>For Enrolled Nurse:</u></p> <p>Provide quality patient care and respond proactively to meet client needs in accordance with CUHKMC's operational guidelines and work instructions.</p>		
4	Licenses	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs are holders of valid Certificate of Registration (for RNs) / Certificate of Enrolment (for ENs) and valid Practising Certificate issued by the Nursing Council of Hong Kong.</p> <p>The Successful Tenderer(s) shall provide relevant supporting documents to prove the validity of the said licenses.</p> <p>Each RNs and ENs shall bring along a copy of his / her valid current Registration Certificate / Practising Certificate which has been certified</p>		

Clause no.	Items	Details	Compliance Yes/No	Details
		by the Successful Tenderer(s) and his / her original Hong Kong Identity Card upon reporting duty to CUHKMC.		
5	Qualifications	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs have fulfilled the Basic Life Support (BLS) Training and Infection Control Training, and maintain validation of the said qualifications.</p> <p>The Successful Tenderer(s) shall provide relevant supporting documents to prove the validity of the said qualifications.</p>		
6	Work Experience	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs possess at least 1 year of relevant work experience in hospitals.</p> <p>Upon request by CUHKMC on specific specialties, the Successful Tenderer(s) shall ensure the provided RNs and ENs possess at least 1 year of relevant work experience in the required specialty.</p>		
7	Fulfilment of Duty Requests	<p>CUHKMC will notify the Successful Tenderer(s) of the number of qualified nurses needed and the exact requirements/duty requests, as and when the needs arise. The Successful Tenderer(s) shall provide the details of the RNs and ENs assigned for duties, including their names, contact numbers, licenses, work experiences, and qualifications, to CUHKMC within 3 working days.</p> <p>The Successful Tenderer(s) must inform CUHKMC at least 2 hours prior to the commencement of the shift of any sudden changes (such as sick leave of the assigned RNs or ENs) and the details of the replacement in his/her place.</p> <p>The Successful Tenderer(s) shall use all reasonable efforts to assist CUHKMC to arrange additional RNs and ENs as soon as practical in the case of emergency such as influenza seasons, surge periods, infectious disease outbreaks, etc.</p>		

Clause no.	Items	Details	Compliance Yes/No	Details
8	Insurance Coverage	<p>The Successful Tenderer(s) shall ensure the provided RNs and ENs are fully covered by Medical Malpractice Insurance when attending duties in CUHKMC.</p> <p>The Successful Tenderer(s) shall verify and provide to CUHKMC evidences of the related RNs and ENs' Medical Malpractice Insurance.</p>		
9	Trainings	<p>The Successful Tenderer(s) shall provide relevant trainings to the RNs and ENs to ensure that the RNs and ENs are adequately prepared to attend duties at CUHKMC.</p> <p>Before reporting for duty at CUHKMC, RNs and ENs must receive infection control training. The Successful Tenderers(s) shall keep all the infection control procedure, guidelines and training records.</p>		
10	Uniform and Identification	The Successful Tenderer(s) shall provide uniforms and unique identifications such as staff cards or name batches for all RNs and ENs attending duties at CUHKMC. Uniform laundering shall be at no extra cost to CUHKMC.		
11	Designated contact point with CUHKMC	The Successful Tenderer shall appoint a designated contact point or account servicing team to handle service requests, daily operation and interact with CUHKMC.		

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 3

Tenderer's Experience and Proven Track Records in Nursing Services Business

Tenderer should provide detailed information on the following aspects:

- 1 Years of establishment in running full nursing services business and related details.
- 2 Years of experience of nursing services in healthcare institutions/hospitals and related details.
- 3 Provision of proven track record including the followings:
 - a. Total contract values of running full nursing services in the past 3 years. Please list out the information of each Contract; or
 - b. Nursing services sales volume in the past 3 years if the Tenderer cannot provide the information as requested in Part 3(a) above.
- 4 Any reported incidents of medical negligence / malpractice during the past 3 years.
- 5 Availability of reference letters obtained from clients:

Tenderer may provide its clients record (in priority) for the Provision of Qualified Nurses for Rendering Services by completing the following for verification.

- a. Name of client.
- b. Name, title, address, telephone number and fax number of the contact person.
- c. Servicing period and contract value
- d. Summary of the tender subject matter performed and / or supplied by the Tenderer and records of past and present serving companies or institutions supplied by the Tenderer in table format.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 4

Organization Structure, Manpower Plan, Emergency Staff Support and Contingency Plan

- 1 Provision of organization structure including the management staff and the complement of staff to be deployed to this Contract and their qualification and experience.
- 2 Manpower plan for this Contract.
- 3 Emergency staff support and contingency plan which include the followings:

Emergency staff support and contingency plan	Please give details
Availability of comprehensive contingency plan to sustain service	
Relief staff reinforcement during emergencies, accidents and extreme weather	
Emergency staff mobilization/deployment plan	
Response plans to crisis situations	
Performance pledge e.g. response time for provision of extra or urgent services when requested	
Availability of written work instruction and operation manual	
Others (please specify)	

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 5

Details of Capacity for the Provision of the Services

Tenderer please provides the details of capacity (including the number of nurses' pools by breakdown into RNs & ENs, their respective years of experiences, their respective qualifications on specialties) for CUHKMC's consideration.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 6

Proposed Operation Procedure for the Provision of the Services

Tenderer please provides the detailed operation procedure and workflow for the provision of the Services.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 7
Quality Assurance Programme

- 1 The Tenderer is required to provide full details of the quality management structure and quality assurance system including Quality Assurance Programme/Management Plan and designated staff responsible for quality management, inspection and review (e.g. staff training, certificates verification etc.) as required.
- 2 Provision of value-added service(s) such as innovative proposal to meet/exceed the CUHKMC's requirements of the Services, if any, should be specified.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 8

Compliance of Infection Control Checklist

The 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/assignees (i.e. RNs and ENs) providing services ("Other Workers" as defined in the below table) at CUHKMC. This will be renewed from time to time by the CUHKMC.

Please indicate the compliance by putting a "✓" on the appropriate box.

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
1.	Other Workers entering the high-risk patient areas in CUHKMC must follow the on-site screening check e.g. body temperature check and registration of personal details for contact tracing.				
2.	Other Workers who have travelled to the high risk areas and have symptoms of fever, unexplained muscle aches, severe fatigue, headache, recent cough, shortness of breath must be reported to CUHKMC and seek medical advice and consultation.				
3.	Good hand hygiene will be practiced by Other Workers (upon entry to the CUHKMC, throughout the services provided in patient care areas as well as after completion of services).				
4.	Precautions will be adopted by Other Workers upon entering high-risk patient areas in CUHKMC, including appropriate protective gears comprising masks i.e. N95 respirator/surgical mask and disposable gown as well as goggles and other recommended gears for personal protection against infection.				
5.	Regular update on infection control practice will be conducted and documented for inspection.				

Remarks:

- i. “Other Workers” means Contractors/ Sub-contractors/ Term Contractors and their employees/assignees (i.e. RNs/ENs) working in the 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 with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 9

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 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			
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)			

Remarks:

- i. Tenderer should note that this declaration is a Mandatory requirement for the tender assessment. The information contained above should be correct and genuine, if the Tenderer/Contractor 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 if awarded the contract shall report this declaration to the CUHKMC in every six months' interval throughout the contract period.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

(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 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 The 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 should 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, the CUHKMC will not award the contract to the concerned tenderer.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 11
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 agreement 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 any body 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 the CUHKMC, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, the 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 the CUHKMC for such period as the 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 the CUHKMC considers appropriate.

Person Authorized to Sign Tender

Name of Company with Company Chop:	Name and Title:
_____	_____
Telephone:	Email:
_____	_____
Authorized Signature:	Date:
_____	_____

PART VIII

APPENDIX

Appendix I - 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