

Tender Reference No.: CN-TD-202301

4 December 2023

**CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER**

**The Grant of Licence to Conduct Food and Beverage Business (Canteen Services)
for a period of 36 months tentatively from 1 July 2024 to 30 June 2027
(extendable tentatively from 1 July 2027 up to 24 months to 30 June 2029)
(Tender No.: CN-TD-202301)**

CUHK Medical Centre Limited (CUHKMC) intends to invite tenderer to submit a proposal for the grant of licence to conduct food and beverage business (canteen services) for a period of 12 months tentatively from 1 July 2024 to 30 June 2027 (extendable on same terms and conditions tentatively from 1 July 2027 up to 24 months to 30 June 2029 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 12 January 2024 (HK Time)**.

To ensure compliance with the Tender requirements, Tenderers are strongly advised to attend the site visit session prior to the submission of Tender. The site visit session will be arranged on 12 December 2023 afternoon. Interested Tenderer please register by email (procurement@cuhkmc.hk) before 12:00 noon on 11 December 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

**The Grant of Licence to Conduct Food and Beverage
Business (Canteen Services) for a period of 36 months
tentatively from 1 July 2024 to 30 June 2027
(extendable tentatively from 1 July 2027
up to 24 months to 30 June 2029)**

Tender Reference: CN-TD-202301

Tender Issue Date: 4 December 2023

**Tender Closing Date and Time: 12:00 noon on
12 January 2024 (HK Time)**

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II	Terms of Tender
III	Conditions of Contract
IV	Offer To Be Bound
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VIII	Appendix(ices)

PART I

INTERPRETATION

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

“Agreed Price”	the price proposed by the Successful Tenderer, and approved by CUHKMC, which it may charge on the items comprised in the Approved Menu;
“Approved Menu”	the food, beverages and refreshments recommended by either Party from time to time, and approved by CUHKMC, for offer to customers by the Successful Tenderer at the Food and Beverage Outlet;
“Authorised Merchandise”	the merchandise authorised by CUHKMC for sale by the Successful Tenderer at the Food and Beverage Outlet;
“Contract”	means the contract made between CUHKMC and the Successful Tenderer for provision of Services;
“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;
“CUHKMC's Facility, Furniture and Equipment”	the facility, furniture and equipment to be provided by CUHKMC from time to time for use in the provision of the Food and Beverage Service by the Successful Tenderer, as set out in Appendix II, which may be revised from time to time;
“Food and Beverage Outlet” or “Canteen”	the premises, as set out in set out in Appendix I, or any other such accommodation as may from time to time be designated by CUHKMC for use by the Successful Tenderer in its provision of Services;
“Licence”	the licence granted by CUHKMC to the Successful Tenderer for provision of Services;
“Monthly Licence Fee”	the sum payable by the Successful Tenderer per month in consideration of the Licence;
“Normal Service Hours”	the agreed service hours, during which the Successful Tenderer is required to provide the Food and Beverage Services;
“Permit”	such Permit(s) or Licence(s) issued in favour of the Successful Tenderer by competent authorities as may be required (if any) under any applicable law for the performance of the Services;

“Schedule”	means any schedule under the Schedule of Submissions, and “Schedules” shall be construed accordingly;
“Security Deposit”	the amount to be deposited by the Successful Tenderer, i.e. equivalent to an amount of HK\$150,000 or equal to 3 months of the agreed Monthly Licence Fee whichever is higher, place with CUHKMC prior to the commencement of the Licence and within 30 days from the signing of the Contract;
“Services”	means the food and beverage services to be provided by the Successful Tenderer under the Contract;
“Successful Tenderer”	means the Tenderer whose Tender is accepted by CUHKMC;
“Tender”	means the Tender submitted by the Tenderers for the provision of Services; and
“Tenderer” or “Company”	means the person, firm or company whose details are set out in the relevant Schedule.
“Working Day”	a day (other than a Saturday or Sunday or public holiday or a day on which banking institutions in Hong Kong are authorised to close by law or regulation) in Hong Kong;

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 Invitation to Tender, and the Tenderer has made its own independent evaluation of the business potential of the Tender Brief and it has submitted its Tender submission based solely on the result of such independent evaluation.
- 1.5 The Tenderers are required to fill in the information indicated in “Offer To Be Bound” (Part IV).

2 Tender

- 2.1 This 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. CUHKMC will inform Tenderers of the arrangements for such presentation if required. Failure to attend the presentation may render the Tender submission incomplete and may not be further considered.

7 Relevant Sites for Visit by CUHKMC

Tenderer are required to propose some relevant sites where the Tenderer provides services similar to the required Food and Beverage Services and its central food processing units (if any). CUHKMC is free to choose any specified sites to visit for evaluation of the Tender Submission. CUHKMC will inform the Tenderer to arrange the relevant site visit if required. Failure to arrange the visit may render the Tender submission incomplete and may not be further considered.

8 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.

9 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.

10 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.

11 Destruction of Tender Submissions that are unsuccessful, etc.

- 11.1 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.
- 11.2 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.

12 Microsoft Windows Support

- 12.1 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.

13 Personal Data

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 The CUHKMC Representative will obtain the Tenderer’s consent before using Tenderer’s Personal Data for any other purposes.

14 Commitment to Environmentally Responsible Purchasing

- 14.1 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.
- 14.2 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.

15 Environmental Friendly Measure

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

- 15.1 All documents should preferably be printed on both sides and on recycled paper. Papers exceeding 80 gsm are not recommended.
- 15.2 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.

- 15.3 Single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

16 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.

17 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.

18 Tender Submission

- 18.1 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).
- 18.2 This Tender shall be conducted in a two-envelope bidding process. **Technical Proposal and Price Proposal should be submitted separately.**
- 18.3 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.
- 18.4 Each proposal (and any accompanying document(s)), properly completed and enveloped, must be placed in the Tender Box by **12:00 noon on 12 January 2024 (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.**

- 18.5 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.

19 Tenderer’s Enquiries

- 19.1 All enquiries relating to the Tender must be made before **12:00 noon on 21 December 2023 (HK Time)** in written by email to procurement@cuhkmc.hk.
- 19.2 The answers / responses to Tenderer’s enquires will be posted on the website of CUHK Medical Centre (www.cuhkmc.hk) before Tender Closing Date.

20 Site Visit Session

- 20.1 To ensure compliance with the Tender requirements, Tenderers are strongly advised to attend the site visit session prior to the submission of Tender. The site visit session will be arranged with details as below:

Date: 12 December 2023

Time: Afternoon Session
(Exact gathering time will be confirmed after registration)

Gathering Venue: LG Entrance Lobby
CUHK Medical Centre
9 Chek Cheung Street
Shatin, New Territories
Hong Kong

- 20.2 Each interested party will be allowed to send not more than two representatives to attend the site visit session. Prior registration for the site visit session by 11 December 2023, 12:00 noon is required by email (procurement@cuhkmc.hk), providing the company name, name(s) of participants, title(s) and contact phone number of the representatives.
- 20.3 The representatives attending the site visit shall wear appropriate personal protective equipment and take all necessary precautionary and safety measures for the site visit. CUHK Medical Centre shall not be liable for any loss, damage, injuries whatsoever for or arising from the site visit claimed by the tenderer(s) or his persons.

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 CUHKMC as and by way of liquidated damages for any loss or damages sustained by CUHKMC.

5 CUHKMC's Facility, Furniture and Equipment

When CUHKMC's Facility, Furniture and Equipment are issued to the Successful Tenderer under the Contract, the Successful Tenderer shall be responsible for the due return of all such facility, furniture, and equipment. Any such property shall be returned in good repair and serviceable conditions upon the termination of this Contract or at any time when required by CUHKMC. Should any such facility, furniture, and equipment be lost or damaged from any cause whatsoever while in the possession or control of the Successful Tenderer or his/her servants, workmen or agents, the Successful Tenderer shall pay for the same at total original cost. A count of the articles or material in the possession of the Successful Tenderer may be made at any time by the CUHKMC Representative and the Successful Tenderer shall render such assistance as is necessary for this purpose.

6 CUHKMC's Premises/Successful Tenderer's Premises

- 6.1 The Successful Tenderer shall ensure that all persons engaged by him/her in carrying out this Contract keep to such parts of CUHKMC's premises as are necessary for the due discharge of the Successful Tenderer's obligation under this Contract.

- 6.2 If the Successful Tenderer shall by any act, omission or neglect by himself/herself, his/her agent, servants, workmen or others, cause or suffer any injury or damage to be done to CUHKMC's Premises, such injury or damage shall be made good at the cost of the Successful Tenderer. If the Successful Tenderer fails to do so within the time limit decided by the discretion of CUHKMC, CUHKMC shall appoint a Sub-Contractor to rectify such injury or damage; and CUHKMC shall claim the Successful Tenderer the actual cost for the rectification of such amount paid by CUHKMC, which amounts shall be reimbursed by the Successful Tenderer or deducted from the Deposit of the Successful Tenderer.
- 6.3 Where the services are carried out on the Successful Tenderer's premises such premises shall be open to inspection by the CUHKMC Representative or Inspecting Officer at all reasonable times.
- 6.4 The safety of any craft, vessel and vehicle used by the Successful Tenderer and brought alongside or onto CUHKMC's premises, piers or wharves, as the case may be, shall be the responsibility of the Successful Tenderer, who shall indemnify CUHKMC in respect of any loss or damage to such CUHKMC's premises, piers or wharves.

7 Licence Fees

- 7.1 In consideration for the granting of the Licence, the Successful Tenderer shall pay CUHKMC the Monthly Licence Fee (as accepted by CUHKMC) on or before the 5th day of each calendar month. If the Successful Tenderer fails to make payment of the Monthly Licence Fee on time, CUHKMC reserves the right to charge interest for any overdue payment at the rate equal to the Hong Kong Dollar Prime Rate as quoted by Hang Seng Bank Limited at the time of default, plus 5% per annum. Interest shall accrue on a daily basis, and shall apply from the 1st day of calendar month until actual payment in full.
- 7.2 The Successful Tenderer shall, prior to the commencement of the Licence, place with CUHKMC within 30 days from the signing of this Contract the Security Deposit equivalent to an amount of HK\$150,000 or equal to 3 months of the agreed Monthly Licence Fee whichever is higher. The cheque should be properly crossed and made payable to "CUHK Medical Centre Limited".
- 7.3 Subject to Clause 7.4, the Security Deposit shall be retained by CUHKMC, free of interest to the Successful Tenderer, throughout the Licence Period and be returned to the Successful Tenderer at the end of the Licence Period, subject to any applicable deduction under Clause 20 (Obligations on Termination).
- 7.4 CUHKMC shall be entitled to retain the Security Deposit in full in the event that this Contract is terminated prior to the end of the Licence Period, save and except that if the termination has arisen as a result of any breach or default by CUHKMC under this Contract, then CUHKMC shall return the Security Deposit to the Successful Tenderer, less any of the applicable deductions under Clause 20 (Obligations on Termination).
- 7.5 If following the expiration of the Licence Period or termination of the Licence the Successful Tenderer remains in possession of the Food and Beverage Outlet, it shall pay for each additional month of possession or part thereof to CUHKMC an amount equivalent to the Monthly Licence Fee.

8 Liability and Indemnities

- 8.1 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.
- 8.2 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 8.1 of this part or any injury or death referred to in sub-clause (b) of clause 8.1 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.
- 8.3 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.
- 8.4 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.
- 8.5 The Successful Tenderer shall be fully responsible for, and shall indemnify the CUHKMC Indemnified Parties on demand and keep them indemnified against all Losses arising out of or in relation to any loss or damage to the linen items, or failure of the linen items to be maintained in good condition, of merchantable quality, fit for their purpose or to comply with their specifications, following acceptance of any linen items by the Successful Tenderer, unless the Successful Tenderer can prove that such was not caused by the actions, omissions or default of the Successful Tenderer.
- 8.6 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.
- 8.7 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.

- 8.8 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).

9 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.

10 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.

11 Applicable Law and Dispute Resolution

- 11.1 The validity and interpretation of the Contract shall be governed in all respects by the laws of Hong Kong.
- 11.2 The Successful Tenderer shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under the Contract.
- 11.3 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.

12 Data Protection

- 12.1 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).
- 12.2 Without prejudice to the generality of clause 12.1 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.

13. Publicity

- 13.1 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.
- 13.2 The Successful Tenderer shall not publish or use any advertising or other publicity material referred to in clause 13.1 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.
- 13.3 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.

14 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.

15 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 to 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.

16 Occupational Safety and Health ("OSH")

- 16.1 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.
- 16.2 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.

17 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.

18 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.

19 Termination

Renewal

- 19.1 This Contract will expire automatically, without notice being necessary, on expiry of the Licence Period unless CUHKMC exercises its option of renewal by giving written notice to the Successful Tenderer not less than three (3) months prior to the end of the Licence Period.

Termination on Notice

- 19.2 Subject to no termination notice having been served by CUHKMC on the Successful Tenderer, the Successful Tenderer shall not terminate this Contract.
- 19.3 CUHKMC may terminate this Contract at any time during the Licence Period by giving not less than three (3) months' prior written notice to the Successful Tenderer to terminate this Contract.
- 19.4 CUHKMC may terminate this Contract by notice to the Successful Tenderer in the event of:

- (a) the Successful Tenderer or any employee or agent of the Successful Tenderer shall be found to have committed an offence under the Prevention of Bribery Ordinance or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this Contract or any other contract with CUHKMC;
- (b) the Successful Tenderer shall cease, or threaten to cease, to carry on business;
- (c) in the absolute discretion of CUHKMC, the Food and Beverage Service does not meet the standard of service which CUHKMC requires;
- (d) the Successful Tenderer's conduct has caused reputational damage to CUHKMC;
- (e) the Successful Tenderer has obtained any convictions under the applicable ordinance; or
- (f) the Successful Tenderer is in material breach of any of its obligations under this Contract and, if the breach is capable of being remedied, it fails to remedy that breach within seven (7) days of being required to do so by CUHKMC.
- (g) the Successful Tenderer has failed to achieve the Key Performance Indicators five (5) or more times in any six (6) consecutive months;

Immediate Termination

19.5 This Contract may be terminated immediately by CUHKMC, in the event of:

- (a) the Government or any competent authority prohibits CUHKMC from operating any food business, including but without limitation, the Food and Beverage Outlet;
- (b) if the Permit (if any) which authorises the Successful Tenderer and/or its staff to perform the Food and Beverage Service is withdrawn, cancelled, suspended or modified to such extent that the Food and Beverage Service can no longer be legally performed; or
- (c) the Successful Tenderer, being a company, shall become insolvent or enter into any composition or arrangement with its creditors or pass a resolution for winding up (other than for the purpose of amalgamation or reconstruction) or receive a winding up notice or petition or the Court or debenture holders to appoint a receiver, or suffers distress or any form of execution against it.

20 Obligations on Termination

The Successful Tenderer shall on the expiration of the Licence Period or termination of this Contract remove the Successful Tenderer's Implements from the Food and Beverage Outlet and deliver up vacant possession of the Food and Beverage Outlet to CUHKMC together with all CUHKMC's Facility, Furniture and Equipment in good clean repair condition to the satisfaction of CUHKMC. In the event that the Successful Tenderer fails to return or repair CUHKMC's Facility, Furniture and Equipment, CUHKMC shall be entitled, to the extent if not paid by the Successful Tenderer, to deduct from the Security Deposit such costs and expenses incurred to reinstate CUHKMC's Facility, Furniture and Equipment.

21 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 at the following link :-

https://www.cuhkmc.hk/f/page/374/15410/Responsible%20Sourcing%20Guidelines%20of%20CUHKMC_230918.pdf

22 Environmentally Responsible Purchasing

- 22.1 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.
- 22.2 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.

23 Intellectual Property Right

- 22.1 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.
- 22.2 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.

24 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.

25 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.

26 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 25 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. 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.

27 Warranties

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 The Successful Tenderer undertakes to forthwith remedy free of charge to the CUHKMC any failure or defect in the Services.
- 27.5 The Successful Tenderer undertakes to rectify any faulty or inadequate Services forthwith by appropriate action as determined at the CUHKMC option.
- 27.6 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.

28 Assignment and Sub-Contracting

- 28.1 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 CUHKMC. Any assignment or subcontract made without such consent shall be of no effect.
- 28.2 Unless otherwise agreed by CUHKMC, the Successful Tenderer shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or subcontract.

- 28.3 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. CUHKMC may require any or all details of any sub-contract to be divulged to him prior to granting his consent above.

29 Wages Paid to the Staff by the Tenderer

- 29.1 CUHKMC looks to the Successful Tenderer to ensure that the working hours of its staff and the wages that they get from working in Hong Kong align with market practice on working hours and at least meet the statutory minimum wage levels. The Successful Tenderer shall refer to the latest legislation enacted by the Government of HKSAR regarding minimum wage.
- 29.2 The Successful Tenderer must also note that if there is an upward adjustment in the minimum wage level before the commencement date of the Contract, the Successful Tenderer must pay its staff wages which align with the latest statutory minimum wage level. However, such adjustment to staff wages does not apply if there is any downward adjustment in the minimum wage level.
- 29.3 Tender submission which does not comply with the requirements in Clause 29.1 and 29.2 above shall not be considered. The wages set out in the corresponding Schedule/ specification, if agreed with CUHKMC, shall be referred to as "Wages for Contractor's Employees" under this Contract, as the case may be.
- 29.4 Tenderer shall be noted that wages for the Successful Tenderer's staff are exclusive of allowances payable by the Successful Tenderer. Tenderer must pay the wages to its staff either in the form of direct bank transfer or cheque payment. CUHKMC reserves the right to ask the Successful Tenderer to show proof of salary payment to the staff for inspection under the Contract.
- 29.5 Tenderer shall be responsible for the costs of all operational and administrative expenses, as well as the depreciation of all assets and equipment. No fee or deposit, under whatever title, shall be collected from its staff.
- 29.6 The Successful Tenderer shall ensure that the monthly wages rate payable to its staff henceforth shall not be lower than the average monthly wage rates for the equivalent post published in the latest edition of the Census and Statistics Department's Quarterly Report of Wage and Payroll Statistics, or the latest legislation enacted by the Hong Kong Government of HKSAR regarding minimum wage if applicable and whichever is higher.

30 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 TENDEREES' 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 Food and Beverage Services (Canteen Services) for an initial period of 36 months tentatively from 1 July 2024 to 30 June 2027, extendable at the option of CUHKMC from 1 July 2027 up to 24 months to 30 June 2029.

2. Background

The canteen services play a very crucial role in providing quality and hygienically safe food for patients, their relatives, doctors, staff and visitors. CUHKMC has a well-developed catering facility and hopes to provide a wide range of food products to enhance the patient experience and meet the daily operational needs. CUHKMC is now looking for a suitable catering service provider to conduct the food and beverage business in the Food and Beverage Outlet of CUHKMC.

3. Licence

CUHKMC will issue a Licence to the selected catering service provider (the Successful Tenderer) to use the Food and Beverage Outlet and CUHKMC’s Facility, Furniture and Equipment during the Normal Service Hours for the purposes of conducting food and beverage business and providing the Food and Beverage Services at the Food and Beverage Outlet.

Please contact CUHKMC Procurement via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive Appendix I – Layout and General Information of the Food and Beverage Outlet and Appendix II – List of the Facility, Furniture and Equipment to be provided by CUHKMC.

4. Licence Fees

In consideration for the granting of the Licence, the Successful Tenderer shall pay CUHKMC a Monthly Licence Fee on or before the 5th day of each calendar month. Tenderers are therefore required to state the Monthly Licence Fee to be payable to CUHKMC for the operation of the food and beverage business in the Price Proposal. **There is no rent free period.**

5. Contract Term and Service Term

- 5.1 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 thirty-six (36) months tentatively from 1 July 2024 to 30 June 2027 (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”.

- 5.2 CUHKMC shall have the option to extend the Service Term (as defined below), and thus the Contract, from 1 July 2027 for a period of up to twenty-four (24) 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 three (3) months’ written notice to the Successful Tenderer prior to the expiration of the Initial Service Term. The word “Service Term” or “Licence Period” in the Contract shall mean the Initial Service Term and (if CUHKMC exercises the option to extend) the Renewal Service Term.

6. Tentative Timeline

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

Item	Activity/Description	Tentative Timeline
1	Issue Invitation to Tender	4 December 2023
2	Site Visit to the Food and Beverage Outlet at CUHK Medical Centre	12 December 2023
3	Deadline of Submission Enquiries	21 December 2023
4	Submission Deadline of the Tender	12 January 2024
5	Tender Evaluation (Tender presentation, food tasting and relevant sites’ visits by CUHKMC Representatives)	January 2024 to February 2024
6	Award of Contract	March 2024
7	Submission of Permits, operation plans, improvement and renovation work plans, choice of menu items, price lists, equipment and material lists, and all necessary documents for approval	March to May 2024
8	Confirmation of Approved Menu, Agreed Price, Normal Service Hours, Mode of Operation, etc.	June 2024
9	Handover of the Food and Beverage Outlet	1 July 2024
10	Improvement and Renovation Works	July 2024 to August 2024
11	Readiness for launch of services (including system and equipment)	August 2024
12	Commissioning of the Food and Beverage Services	1 September 2024

7. Description of the Hospital

7.1 Location

CUHK Medical Centre is situated at 9 Chak Cheung Street, Shatin, New Territories, Hong Kong, adjacent to the Chinese University of Hong Kong (CUHK), and conveniently located near the MTR University Station and the Public Transport Interchange. The Hospital a non-profit, private teaching hospital, is indirectly wholly owned by CUHK that aims to bridge the service gap between the private and public healthcare systems in Hong Kong and provide quality patient-centred hospital services to the people of Hong Kong.

7.2 Services Provided

The Hospital provides a comprehensive range of in-patient and out-patient services in general medicine, geriatrics, surgery, neurosurgery, endoscopy, paediatrics, obstetrics and gynaecology, orthopaedics and traumatology, clinical oncology, ophthalmology, otorhinolaryngology, diagnostic radiology, radiotherapy, clinical pathology, psychiatry, integrative medicine and other allied health services. It also provides a 24-hour accident and emergency services. There are other clinical supporting services which include pharmacy, physiotherapy, occupational therapy, dietetics, speech therapy, haemodialysis, health and wellness services and vaccination services.

7.3 Other Facilities

There are facilities in the Hospital for the convenience of the staff and visitors. They include staff and visitors' car parks, coffee shop, tea shop, soup and snack shop, food and beverage vending machines and automatic teller machines.

7.4 Visitors and Staff

(a) Visitors to the canteen of CUHKMC may include patients, their relatives, suppliers, contractors, university students, university staff, staff of the public transport, users of public transport interchanges and members of the public.

(b) The total number of out-patient attendance, day cases and in-patient discharged at CUHKMC in the first quarter of 2023 :

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

(c) As of 30 April 2023, the no. of Hospital staff :

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

8. Conduct of Food and Beverage Business

8.1 The Successful Tenderer shall:

- (a) conduct the Food and Beverage Service in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of Food and Beverage services;
- (b) conduct the Food and Beverage Service in a manner that complies with all laws applicable to the provision of Food and Beverage Service;
- (c) ensure the Food and Beverage Outlet is kept secure, clean, hygienic, free from debris and rubbish;
- (d) ensure the highest quality of work and the provision of Food and Beverage Services with the utmost efficiency;
- (e) use only good quality products and consideration should be given to the use of fresh produce whenever possible;
- (f) purchase commodities from reputable suppliers of wholesome produce;
- (g) at all times keep all food items stored at safe temperatures and maintain an appropriate rotation of food stock;
- (h) conduct infection control inspection at a regular interval in accordance with the recommendations promulgated by the Centre of Health Protection of the Department of Health;
- (i) comply with the Food Hygiene Code published, as updated from time to time, by the Food and Environmental Hygiene Department;
- (j) require all staff members to wear such uniform which has been approved by CUHKMC;
- (k) comply with the recommendation in the Fire Management Policy and Procedure issued and as may be updated by CUHKMC from time to time, including participation in fire drills, not to obstruct access to any firefighting equipment or means of escape from the premises, and other fire precautions;
- (l) act in good faith and in the best interests of CUHKMC;
- (m) keep CUHKMC informed of all matters of which it ought reasonably be made aware, and provide such information in relation to the provision of Food and Beverage Service as may reasonably be required by CUHKMC; and
- (n) carry on the provision of Food and Beverage Service which befits the up-to-date standards of a modern smart hospital and to the reasonable satisfaction of CUHKMC.

8.2 Without limiting Section 8.1 above, the Successful Tenderer shall use its best endeavour to:

- (a) provide a reasonable selection and quantity of nutritional and wholesome foodstuff (adjusted seasonally to accord with the then season);
- (b) use only (unless none are reasonably available) bio-degradable cleaning substances;
- (c) use only environmentally friendly packaging;
- (d) observe the sustainability-conscious food menu endorsed by the HKSAR Government and the Sustainable Seafood Guide published by the World Wildlife Fund;

- (e) ensure that the food and beverage business is fully and properly staffed and capable of serving all customers;
- (f) ensure that its staff members serve customers in the Food and Beverage Outlet in a polite and professional manner;
- (g) lock the Food and Beverage Outlet at the close of trading each day, provided that CUHKMC must not in any way be restricted from accessing the Food and Beverage Outlet; and
- (h) ensure that all external doors and windows are secured and locked and all lights extinguished daily at the end of its use of the Food and Beverage Outlet.

8.3 The Successful Tenderer is prohibited to:

- (a) use the Food and Beverage Outlet for any illegal purpose;
- (b) do anything in or near the Food and Beverage Outlet which is noxious, offensive or a nuisance;
- (c) keep or use chemicals, inflammable liquids, acids or other hazardous things on the Food and Beverage Outlet except for the provision of Food and Beverage Outlet Service, or create fire hazards;
- (d) overload the floor of the Food and Beverage Outlet;
- (e) sell or offer for sale any foodstuff which CUHKMC has previously required the Successful Tenderer not to offer for sale;
- (f) operate any food or drink vending machines in a location other than in the Food and Beverage Outlet without the written consent of CUHKMC;
- (g) erect, display, affix or exhibit on or at the Food and Beverage Outlet any signs except for signs that comply with all laws and then only after obtaining CUHKMC's approval (which approval is at the absolute discretion of CUHKMC); and
- (h) install any fixtures or fittings without CUHKMC's written consent.

9. Mode of Operation

- 9.1 The Successful Tenderer shall at its own cost pay for all the charges in relation to the application of a general restaurant licence issued by the Food and Environmental Hygiene Department.
- 9.2 The Successful Tenderer shall at its own cost provide, maintain and replace as necessary all utensils, implements and all glass, crockery, cutlery and linen required to provide the Food and Beverage Service.
- 9.3 The Successful Tenderer shall pay for all electricity, gases, water charges, telephone and other utility charges incurred in connection with the provision of Food and Beverage Services. The Successful Tenderer shall promptly arrange at the commencement of the Licence Period for the installation of separate check meters for direct billing of the utility costs incurred and charged by the relevant utility companies.

- 9.4 The Successful Tenderer shall only sell food and beverage items in the Approved Menu at Agreed Price in the Food and Beverage Outlet.

Tenderers shall submit a proposed menu of food and beverages with a variety of tasty/healthy items for selection in Schedule 6 (Proposed Menu and Pricing) of Part VII (Tenderer's Schedules). The choices of food and drinks shall include, but not limited to, the following categories, and within the requested price range:

Categories		Listed Price Range (before 30% staff discount and 10% patient discount)
Breakfast Set	Chinese Style : at least 3 choices including drinks Western Style : at least 3 choices including drinks	≤ HK\$50
Lunch Set	Chinese Style : at least 8 choices including drinks Western Style : at least 8 choices including drinks	≤ HK\$80
	<u>Special Price</u> Chinese Style : at least 1 choice including drinks Western Style : at least 1 choice including drinks	≤ HK\$50
Tea Set	Chinese Style : at least 3 choices including drinks Western Style : at least 3 choices including drinks	≤ HK\$50
Dinner Set	Chinese Style : at least 8 choices including drinks Western Style : at least 8 choices including drinks	≤ HK\$100
	<u>Special Price</u> Chinese Style : at least 1 choice including drinks Western Style : at least 1 choice including drinks	≤ HK\$70
Drinks	At least 10 choices	≤ HK\$25

- 9.5 The Successful Tenderer shall operate daily during the Normal Service Hours from Mondays to Sundays throughout the year, including public holidays, during the hoisting of typhoon signal number 8 or above and post-super typhoon “extreme conditions”, and black rainstorm warning.

Normal Service Hours (subject to change as agreed between the Parties from time to time)	Monday to Sunday: 7:00 a.m. to 8:30 p.m. (Last Order 8:00 p.m.)
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- 9.6 Food items shall be listed on menu boards for customers to select. Customers shall purchase tickets from the cashier counter and collect food items from the food counter. The Successful Tenderer shall propose innovative and feasible solutions to facilitate CUHKMC staff to place orders and check out during peak hours in Schedule 17 (Innovative Proposal to Meet CUHKMC’s Services Improvement Needs) of Part VII (Tenderer’s Schedules).
- 9.7 CUHKMC staff and contractor employees working at CUHKMC shall be entitled to, upon presentation of staff card or appear in staff uniform, a 30% staff discount and patients of CUHKMC should be entitled to 10% discount of the Agreed Price. Discount shall be provided to CUHKMC’s contractors or other designated persons upon mutual agreement.
- 9.8 During peak hours, arrangement shall be made to demarcate not less than 80% of seats to be reserved for CUHKMC staff members.
- 9.9 Electronic payment facilities (e.g. Octopus, Alipay, WeChat, Payme, etc.) must be set up to facilitate payment.
- 9.10 Waiter assistance shall be provided to old age, handicapped and pregnant customers.

10. Adjustment of Approved Menu and Agreed Price

10.1 Adjustment of Approved Menu

Either Party may at any time by giving the other Party not less than five (5) days’ prior written notice to vary the Approved Menu. A change to the Approved Menu shall only become effective upon both Parties having mutually agreed to such variation.

10.2 Adjustment of Agreed Price

- (a) Should the Successful Tenderer wish an amendment to be made to the Agreed Price, it may submit an application, in writing, to CUHKMC requesting such an amendment. Unless otherwise agreed by CUHKMC, the Successful Tenderer shall not be entitled to make any changes on the Agreed Price.
- (b) If the Successful Tenderer has requested that the Agreed Price of any items be raised under Clause 10.2(a), CUHKMC may request, and on such request the Successful Tenderer shall provide, such information as CUHKMC may deem necessary for it to consider whether to accept, reject the Successful Tenderer’s requested amendment or counter suggest an alternative Agreed Price. The Parties shall endeavour to make an amicable arrangement.

- (c) Any proposed amendment to Agreed Price shall only be effective upon the Parties having reached a mutually agreed consensus.

11. Hygiene

11.1 Food and Beverage Outlet

- (a) The Successful Tenderer shall at all times maintain high standards of hygiene and general cleanliness in the preparation and handling of food, beverages, utensils and tableware and keep the Food and Beverage Outlet in a tidy and orderly state. The Successful Tenderer shall, at its costs and expenses, clean the Food and Beverage Outlet not less than four times per day or whenever necessary.
- (b) The Successful Tenderer shall ensure that the dining tables, chairs are maintained tidy and the floor is grease-free at all times.
- (c) The Successful Tenderer shall, at its costs and expenses, implement all necessary pest and rodent control measures at the Food and Beverage Outlet. Regular pest control procedures by a reputable contractor shall be carried out not less than once per month or whenever necessary. Written report shall also be submitted to CUHKMC after each pest control work is completed.
- (d) With the implementation of Municipal Solid Waste (MSW) Disposal charging by the Hong Kong Government from 1 April 2024, the Successful Tenderer are required to dispose all the waste at its own costs and expenses and be responsible for all fees and charges that may be incurred to comply with the legislative requirements.

11.2 Washroom

The Successful Tenderer shall, at its costs and expenses, clean the washroom not less than four times per day or whenever necessary and maintain the toilets, water apparatus, drains, pipes or sanitary or plumbing apparatus in good clean and hygienic state and in proper repair and condition at all times.

11.3 Kitchen

- (a) The Successful Tenderer shall provide, at its own costs and expenses, detergents, disinfectants, tissue papers, refuse bags and any other things necessary for kitchen upkeep and general cleaning purposes.
- (b) The Successful Tenderer shall keep the garbage of any kind in covered containers and dispose the dry garbage to a specified collection point as designated by CUHKMC. If CUHKMC considers necessary, the Successful Tenderer shall at its own costs and expenses hire a professional garbage removal company to handle the disposal of wet garbage.
- (c) The Successful Tenderer shall at its own expense maintain that all kind of wastes including without limitation to liquid, solid, smoke, fume, exhaust air that may be discharged from the Food and Beverage Outlet would satisfy all applicable legal and statutory requirements and all applicable requirements and regulations of the Environmental Protection Department. The Successful Tenderer shall be solely responsible at its own cost for the supply and installation of any treatment plant or equipment or device or consumables as may be necessary for the purpose of satisfying

all applicable legal and statutory requirements and all applicable requirements of the Environmental Protection Department.

11.4 CUHKMC's Facility, Furniture and Equipment

The Successful Tenderer shall ensure that it will maintain CUHKMC's Facility, Furniture and Equipment always in good order and hygienic condition throughout the Licence Period. In the event of any damage or breakage to any of CUHKMC's Facility, Furniture and Equipment during the Licence Period, the Successful Tenderer shall repair any such item to ensure that it will remain in good working condition. If the item is not capable of being repaired, the Successful Tenderer shall replace the damaged/broken item with a replacement product the quality, standard and function of which shall be similar to the item which has been damaged or broken.

12. Outgoings

- 12.1 The Successful Tenderer shall at its own cost pay for all charges to which it is subject for or in connection with its provision of Food and Beverage Services.
- 12.2 The Successful Tenderer shall be responsible for all fees and charges that may be incurred for the broadcast of music or other copyright works on the sound or television system.
- 12.3 If the Successful Tenderer considers necessary, the Successful Tenderer shall at its own cost pay for the installation work for additional security improvement items in cashier, kitchen and dining area in preventing the loss or damage to property after the Normal Service Hours. If property is found damaged or lost, the Successful Tenderer shall have no claim whatsoever against CUHKMC for any damage or compensation. In circumstances where safety concerns arise, CUHKMC may exercise its right and use its best endeavour to notify the contact person of the Successful Tenderer and enter the Food and Beverage Outlet after the Normal Service Hours.

13. Capital Investments

- 13.1 Tenderer shall in Schedule 10 (Capital Investment, System and Equipment Provided by the Tenderer) of Part VII (Tenderer's Schedules) propose works and capital investments (including equipment, furniture, utensils, etc.) that they shall undertake at their own cost to maintain the General Restaurant Licence(s) for the Food and Beverage Outlet and renovate the Food and Beverage Outlet for upgrading the environment, where applicable.
- 13.2 Tenderer must include the detailed scope of works, the project plan (with milestone dates), the estimated cost, and those items of works (if any) the title to and ownership in which shall vest in and belong to CUHKMC automatically on the expiration or earlier termination of the Contract. The scope of works should also specify whether such works may involve structural alteration or affect the Hospital's building services.
- 13.3 Tenderers must note that the Works Proposal is subject to CUHKMC's final confirmation and the Successful Tenderer must submit detailed E&M design proposal including E&M material and layout for vetting prior to commencement of any site works.

14. Takeover Plan

Tenderers are required to propose under Schedule 9 (Takeover Plan) of Part VII (Tenderer's Schedules) its takeover plan with tasks to be completed and their milestone dates, as well as its contingency plan.

15. Permits

- 15.1 The Successful Tenderer shall be solely responsible for obtaining and maintaining in effect a general restaurant licence which authorises the Successful Tenderer to legally perform the Food and Beverage Service and any matters incidental to the performance of the Food and Beverage Service.
- 15.2 The Successful Tenderer shall notify CUHKMC in writing immediately upon any withdrawal, cancellation, suspension or modification of the Permit which authorises it to perform the Food and Beverage Service.
- 15.3 The Successful Tenderer shall immediately cease to perform the Food and Beverage Service and CUHKMC shall be immediately entitled to terminate this Contract in accordance with the provisions hereunder if any Permit which authorises the performance of the Food and Beverage Service is withdrawn, expired, cancelled, suspended or modified.

16. Nature of Rights Granted

- 16.1 The Licence does not create between the Parties the relationship of lessor and lessee, principal and agent, franchisor and franchisee or employer and employee.
- 16.2 The Successful Tenderer shall not have the exclusive right of occupation of the premises.
- 16.3 The Successful Tenderer must enter into all agreements with its suppliers and others in relation to the Food and Beverage Services in its own name as an independent party, and must not hold out to any party that CUHKMC will be liable to any such supplier for debts incurred in supplying goods and services to The Successful Tenderer.

17. Use of Food and Beverage Outlet

- 17.1 The Successful Tenderer must not use or allow the Food and Beverage Outlet to be used for any purpose other than provision of Food and Beverage Service.
- 17.2 The Successful Tenderer acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of CUHKMC regarding the suitability of the Food and Beverage Outlet for the conduct of the provision of Food and Beverage Service otherwise than as expressly contained in this Contract.

18. Access Granted to the Successful Tenderer

- 18.1 CUHKMC shall grant access of designated areas of the hospital compound to the Successful Tenderer as may be necessary for it to perform this Contract, provided that CUHKMC shall be entitled to close at any time and for any period such areas, or any parts thereof if the Hospital in its opinion shall consider it expedient so to do.
- 18.2 Upon closure of any Part of the hospital compound and/or on demand of CUHKMC, the Successful Tenderer and its staff shall forthwith suspend the services and leave the area as directed by CUHKMC.

19. Admission of Successful Tenderer's Personnel to CUHKMC Premises

- 19.1 Upon request from time to time by CUHKMC, the Successful Tenderer shall provide to CUHKMC a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises owned, managed, controlled or occupied by CUHKMC ("CUHKMC premises") for the purposes of the Contract if so required by the Authority Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as CUHKMC Representative may reasonably require.
- 19.2 The Successful Tenderer shall ensure that while any of the Relevant Personnel is on CUHKMC premises, they shall observe CUHKMC's rules, regulations, guidelines and code of practice which are from time to time applicable to the Successful Tenderer's execution of all or any part of the services at the CUHKMC premises.
- 19.3 The Successful Tenderer shall obtain from all Relevant Personnel consent to disclose and/or submit to CUHKMC their personal data for the purposes of the provisions of this Clause 19 and other provisions of the Contract.
- 19.4 The CUHKMC Representative reserves the right to refuse to admit to the CUHKMC premises, or the right to evict from the CUHKMC premises, any person, whose admission would be, in the reasonable opinion of the CUHKMC Representative, undesirable.
- 19.5 In the event that the Successful Tenderer fails to comply with this Clause 19 and it is determined that such failure is prejudicial to the interests of CUHKMC, the CUHKMC Representative may thereupon terminate the Contract.
- 19.6 Without prejudice to any other provision of the Contract, the Successful Tenderer shall indemnify and keep indemnified CUHKMC against all losses, claims, costs, demands and expenses that may arise out of or in consequence of any breach of this Clause 19.
- 19.7 The Successful Tenderer acknowledges and agrees that:
 - (a) CUHKMC may at any time vary unilaterally the entry requirements (including any vaccination and/or testing requirements) to any CUHKMC premises.

- (b) it will comply with the guidelines and/or directions issued by CUHKMC from time to time on entry requirements (including any vaccination and/or testing requirements) to the CUHKMC premises.

20. Food and Beverage Outlet Service Monitoring

- 20.1 CUHKMC will establish a mechanism in monitoring the performance of the Successful Tenderer (“Service Monitoring Mechanism”). The Service Monitoring Mechanism shall be updated by CUHKMC from time to time, and shall cover areas including:
 - (a) Quality of the management;
 - (b) Standard of service provided by the Successful Tenderer;
 - (c) Infectious control measures; and
 - (d) CUHKMC staff satisfaction with the Successful Tenderer, its staff and its service.
- 20.2 The Successful Tenderer shall report to CUHKMC any incidents, including but not limited to complaints, damage to CUHKMC properties, theft, misdemeanour and/or any criminal acts taken place at the Food and Beverage Outlet.
- 20.3 CUHKMC reserves the right to conduct periodic and annual appraisal on the performance of the Successful Tenderer and may request the Successful Tenderer to make any improvement on its provision of Food and Beverage Service as CUHKMC deems necessary.

21. Remedy on Failure to Perform

If the Successful Tenderer shall fail to carry out any Services required under the Contract or refuse to comply with any instruction or order given by CUHKMC in accordance with the Contract within a reasonable time, CUHKMC may give Successful Tenderer 7 days' notice in writing to carry out such work or comply with such instruction. If the Successful Tenderer fails to comply with such notice, CUHKMC shall be entitled to carry out such work or instruction by his/her own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by CUHKMC in having such work or instruction carried out shall be recoverable by CUHKMC from the Successful Tenderer by deduction from monies due to the Successful Tenderer under this Contract or under any other contract between CUHKMC and the Successful Tenderer.

22. Reports and Accounting Records

- 22.1 The Successful Tenderer is required to provide CUHKMC with a true, accurate and complete financial statement detailing the Gross Monthly Revenue and all expenses directly attributable to the operation of the Canteen. The Gross Monthly Revenue report shall breakdown into the categories specified in clause 9.4 (i.e. Breakfast Set, Lunch Set, Tea Set, Dinner Set and Drinks).

- 22.2 The Successful Tenderer shall keep proper books of account and records relating to the Services together with all supporting data and such books of account and records shall be kept available for the Term of the Contract or during its renewed term.
- 22.3 The Successful Tenderer may at its discretion upon seven (7) days' notice to the Successful Tenderer request the Successful Tenderer to produce for inspection the books of account and records in respect of the Services.
- 22.4 The CUHKMC 's auditor and / or its staff shall have the right upon written notice to the Successful Tenderer to examine the Successful Tenderer's books of account and records in respect of the Services.

23. Insurance

23.1 The Successful Tenderer shall:

- (a) take out and maintain adequate comprehensive general liability (including products liability) insurance with a reputable insurance company (which is authorised to carry on insurance businesses in Hong Kong under the Insurance Companies Ordinance (Cap. 41 of the laws of Hong Kong) to cover all of its liabilities in respect of personal injury to or death of any person (including customers of the Food and Beverage Outlet and CUHKMC's staff) and loss or damage to property, whether real or personal, under ordinances, statute or common law in connection with or as a result of the provision of the Food and Beverage Service or the Successful Supplier's failure to comply with the provisions of this Contract (whether by itself, its employees or agents). The Successful Supplier shall ensure that such insurance covers claims against the Successful Supplier arising at common law with a minimum limit of HK\$30 million per occurrence;
- (b) name CUHKMC as an additional insured on the Successful Supplier's insurance policy and include a cross-liability clause;
- (c) take out and maintain employee's compensation insurance to cover all of its liabilities under the ordinance, statute or at common law for all persons employed by the Successful Supplier in the provision of the Food and Beverage Service and shall be extended to include an "Indemnity to Principal" clause;
- (d) supply CUHKMC with copies of insurance policies taken out in compliance with this clause and evidence of all renewals thereof; and
- (e) take out fire and property insurance coverage for its own contents in respect of the use of the Food and Beverage Outlet.

23.2 CUHKMC shall:

- (a) take out fire and property insurance coverage for the Food and Beverage Outlet in its capacity as operator of the premises.

24. Indemnity

- 24.1 The Successful Tenderer shall indemnify and keep indemnified CUHKMC from and against any and all losses and expenses (whether direct, indirect or consequential), including all legal fees and costs, damages or liabilities (whether criminal, civil, statutory or otherwise), claims, demands, actions, proceedings of whatever nature suffered or incurred by CUHKMC arising out of or in relation to or resulting from a breach of this Agreement by the Successful Tenderer including:
- (a) any act, neglect or default of the Successful Tenderer or its employees, agents or Successful Tenderer in the performance of any of Successful Tenderer's obligations hereunder;
 - (b) breaches in respect of any matter arising from the supply of the Food and Beverage Service or the performance of any of Successful Tenderer's obligations hereunder resulting in any claim by any third party;
 - (c) the breach of any of the undertakings or other terms in this Agreement;
 - (d) damage to any property of CUHKMC arising from the supply of the Food and Beverage Service;
 - (e) damage to CUHKMC's reputation; and
 - (f) death, injury or damages suffered by third parties arising from the supply of contaminated, expired or bad food or in connection with the provision of the Food and Beverage Service under this Agreement.
- 24.2 Without prejudice to Clause 24.1, the Successful Tenderer shall be solely responsible for all liabilities, losses or damages to property or injury to any person arising out of or in relation to acts, neglect or default of Successful Tenderer, its employees or agents.

25. Staff Rules and Staff Uniform

- 25.1 The Successful Tenderer must ensure that its staff comply with at least the staff rules in Schedule 22 (Staff Rules) of Part VII (Tenderer's Schedules).
- 25.2 Tenderers are required to propose in Schedule 23 (Staff Uniform) of Part VII (Tenderer's Schedules) the Canteen staff uniform samples and photographs showing the uniforms that would actually be worn by the staff. Uniform of all the Canteen staff shall be provided by the Successful Tenderer. Tenderer shall provide existing design of staff uniform for summer and winter, staff badge identification and raincoat in full length. Tenderers shall propose measures to maintain good staff grooming e.g. the provision of laundry service of staff uniform for better control of hygiene. Production sample of the uniform shall be provided by the Successful Tenderer for CUHKMC's approval.

26. Infection Control Measures

- 26.1 To prevent infection and to safeguard the safety and health of people (including the Successful Tenderer and its staff) visiting or working in CUHKMC, CUHKMC has drawn up an infection control compliance checklist (“Infection Control Checklist”), which is included in Schedule 24 (Infection Control Compliance Checklist) of Part VII (Tenderer’s Schedules). The Successful Tenderer must undertake to comply and to ensure its staff’s compliance with this Infection Control Checklist, and any other infection control measures (including infection control notices) that CUHKMC may impose (“Infection Control Measures”). Tenderers are required to submit in Schedule 24 (Infection Control Compliance Checklist) of Part VII (Tenderer’s Schedules), their undertaking to comply and to ensure compliance with the Infection Control Checklist and Infection Control Measures by their staff, and give reasons if it is not able to comply or to ensure compliance.
- 26.2 The Successful Tenderer shall be solely responsible for and shall provide and maintain (where appropriate) at its own cost and expense adequate quantities of all necessary Personal Protective Equipment (PPE) to perform the Services.

27. Green Initiatives and Environmental Protection

- 27.1 The Successful Tenderer shall, so far as is reasonably practicable, take all reasonable steps to ensure the compliance of any applicable statutory requirements related to environmental protection.
- 27.2 The Successful Tenderer shall endeavor to implement environmental protection initiatives through recycling, reuse and recovery, for example:
- (a) To replace disposable containers with reusable dinner ware;
 - (b) To use disposable plastic bags with recycled content;
 - (c) To minimise the use of disposable plastic bags for bulk take-away purchases;
 - (d) To replace foam meal boxes with recycled meal boxes for take-away purchases;
 - (e) To minimise food wastes through promotion, use of appropriate equipment, segregation of wastes, or other administrative means;
- 27.3 The Successful Tenderer shall propose the green and environmental protection initiatives in Schedule 16 (Green Initiatives and Environmental Protection) of Part VII (Tenderer’s Schedules).

28. Confidentiality

- 28.1 The Successful Tenderer undertakes that the Successful Tenderer and its servants or agents will keep in confidence and not disclose to any third party without CUHKMC’s prior written consent any information (whether of a commercial or technical nature or otherwise) acquired from CUHKMC in connection with this Contract other than disclosure to those persons to whom it is necessary to supply such information to enable performance of this Contract.
- 28.2 Nothing contained above shall apply to prevent the Successful Tenderer:
- (a) in its possession (with full right to disclose) prior to receiving it from CUHKMC; or

- (b) which is or later becomes public knowledge other than by breach of this Clause; or
- (c) which it may independently develop or receive from a third party (with full right to disclose).

28.3 If the Successful Tenderer becomes aware of any breach of confidence by any of the third parties mentioned in Clause 27.1 above, it shall promptly notify CUHKMC and give CUHKMC all reasonable assistance in connection with any proceedings which CUHKMC may institute against any such parties.

28.4 This Clause shall survive the termination of this Contract.

28.5 Upon the completion, expiry or termination of this Contract and when requested by CUHKMC, the Successful Tenderer shall return to CUHKMC all the documents and materials covered by this Clause which have been supplied by CUHKMC to the Successful Tenderer to enable performance to this Contract.

28.6 The Successful Tenderer, including its staff members, may be requested to sign the confidentiality undertaking form if the Successful Tenderer has the need to access hospital's confidential information during the execution of this Contract.

29. Submission of Tender

29.1 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 30 – Monthly Licence Fee and all supplementing quotations.
- ii. Price Proposal – contains Schedule 30 – Monthly Licence Fee 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.

29.2 Interested Tenderers must provide the following information in their Tender submission:

Technical Proposal

Schedule 1	Company / Business Organization Status
Schedule 2	Statement of Compliance with the Tender Requirements
Schedule 3	Tenderer's Experience and Proven Track Records in Food and Beverage Services
Schedule 4	Relevant Sites for Visit by the Hospital
Schedule 5	Mode of Operation

Schedule 6	Proposed Menu and Pricing
Schedule 7	Proposed Merchandise and Pricing
Schedule 8	Items Prohibited for Supply at Food and Beverage Outlet
Schedule 9	Takeover Plan
Schedule 10	Capital Investment, System and Equipment Provided by the Tenderer
Schedule 11	Operation Team Structure and Manpower Plan
Schedule 12	Quality Management System and Quality Assurance Programme
Schedule 13	Key Performance Indicators
Schedule 14	Customer Services Training and Complaint Handling Procedures
Schedule 15	Risk Management and Contingency Plan
Schedule 16	Green Initiatives and Environmental Protection
Schedule 17	Innovative Proposal to Meet CUHKMC's Services Improvement Needs
Schedule 18	Value-added Services
Schedule 19	Insurance
Schedule 20	Security Deposit
Schedule 21	Guaranteed Wages for Tenderer's Employees Paid by the Tenderer
Schedule 22	Staff Rules
Schedule 23	Staff Uniform
Schedule 24	Compliance of Infection Control Checklist
Schedule 25	Declaration on Convictions to Hong Kong Ordinance
Schedule 26	(Supplementary Notes on 'Declaration on Convictions to Hong Kong Ordinances')
Schedule 27	Consent to Disclosure
Schedule 28	Non-Collusion Certificate
Schedule 29	Personal Data (Privacy) (Amendment) Ordinance
Part V	Offer to be Bound

Price Proposal

Schedule 30	Monthly Licence Fee
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The offer without full submission of the above will not be considered.

30. Selection Criteria

29.1 Mandatory Requirements Assessment

Full compliance with the requirements specified in this Invitation to Tender is required. All costs associated with conducting the Food and Beverage Business shall be solely and entirely borne by the Successful Tenderer.

Tender proposals **will not be considered** further if the tender requirements cannot be fully satisfied or if any fees/costs are charged to CUHKMC.

29.2 A marking scheme with weighting of 80% on Technical Assessment and 20% on Price Assessment will be adopted. Scoring distribution is as follows:

Assessment Criteria		Weighting
Technical Assessment		80%
1.	Food & Beverages and Services, in terms of : (a) Presentation, appearance and taste of food (b) Menu choices and varieties (c) Environment cleanliness and personal hygiene of staff (d) Quality management and assurance systems and procedures, particularly on food production, safety and hygiene (e) Customer services quality and plan	35%
2.	Tenderer's operational experience and capability: (a) Proven track record, relevant experience in provision of the Services at similar-sized organisations in the past 3 years (b) Capacity (e.g. mode of operations, manpower plan, takeover plan, KPI, etc.) (c) Capital investment and resources allocated to this Services (e.g. renovation, equipment, facilities, etc.) (d) Complaint handling procedure (e) Risk management and contingency plan (e.g. infection control, typhoon arrangement etc.)	35%
3.	Innovative Proposal (e.g. self-ordering kiosk, mobile app, etc.) and Value-added Services	5%
4.	Green initiatives and environmental protection measures	5%
Price Assessment		20%
Monthly Licence Fee to be payable to CUHKMC		

All submitted proposals shall be assessed by Tender Assessment Panel. The Tender Assessment Panel's decision shall be final and does not owe a duty to justify or explain its decision.

29.3 Technical Assessment

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

$$80 \times \frac{\text{Total technical score of the conforming proposal being assessed}}{\text{The highest total technical score among all the conforming proposals}}$$

Any offer which scores less than 40 marks in the Technical Assessment will be considered disqualified and shall not proceed to Price Assessment.

29.4 Price Assessment

The price assessment is calculated as follows:

$$20 \times \frac{\text{Monthly License Fee of the proposal being assessed}}{\text{The highest Monthly Licence Fee among all the conforming proposals}}$$

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

PART VII

SCHEDULES OF SUBMISSIONS

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

SCHEDULE 1

Company / Business Organization Status

1. Name and address of the company/business organisation.
2. Organisation charts, size of organisation, professional qualifications of management and staff, range and scope of services.
3. Length and nature of business experience including without limitation experience in the performance and /or provision of the Services.
4. A copy of its Articles of Association or other documents evidencing its business statutes.
5. Copies of current business registration certificate
6. 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 provision of the Services.
7. Documentary evidence of any agency claimed by the Tenderer in relation to the Tender, whether on a sole or exclusive basis or otherwise.
8. Relevant experience in local and overseas market in providing the products and or services in relation to the Tender.
9. If the Tenderer wishes to fulfil its obligations under this proposal through subcontracting or partnership with third parties, details including name of the subcontracting or partnership organisation and responsibilities should be stated.

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 the Tender Requirements

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

- ☐ confirm all Goods/ Services on offer under this Tender comply with the requirements specified in Part VI (Tender Brief); and
- ☐ differ from the tender requirements in the following areas: -

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 Food and Beverage Services

Tenderer is required to provide full details of proven track record and experience in providing Food and Beverage Services to organisations in Hong Kong and overseas over the past 5 years.

Track Record (No. ____)

Name of Contract Awarded by Client		
Name of Client		
Service Period	From:	To:
Contract Value	HK\$	
Description of Service		
Size of Canteen and its Seating Capacity		
Contract copy attached	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Recommendation letter from client attached	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Note:

- i. Tenderer is required to complete the above table for each individual track record, and attach the details of proven track record and client record with supporting document in separate sheet.
- ii. The Tenderer shall authorise CUHKMC to contact its clients for reference check, and for its clients to disclose information in relation to the Tenderer to CUHKMC without reference to or approval from the Tenderer.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 4

Relevant Sites for Visit by the Hospital

Tenderer shall state site(s) in below where the Tenderer provides Food and Beverage Services in Hong Kong and its central food processing units (if any).

CUHKMC is free to choose any specified sites to visit for evaluation of the Tender Submission. CUHKMC will inform the Tenderer to arrange the relevant site visit if required. Failure to arrange the visit may render the Tender submission incomplete and may not be further considered.

List of Relevant Sites

1. Name of the site: _____
Contact Person and Telephone No.: _____
Address : _____

2. Name of the site: _____
Contact Person and Telephone No.: _____
Address : _____

3. Name of the site: _____
Contact Person and Telephone No.: _____
Address : _____

Central Production Unit (CPU) [if applicable]

Name of the site: _____
Contact Person and Telephone No.: _____
Address : _____

Please use separate sheets if space provided is inadequate.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 5

Mode of Operation

Tenderer shall propose and state its method of operating the Food and Beverage Outlet of CUHKMC and the service hours of the Services to be provided by the Tenderer. The Mode of Operation proposed by the Tenderer shall fully comply with CUHKMC's basic requirements as set out in Part VI (Tender Brief).

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 6

Proposed Menu and Pricing

Tenderer is required to provide different types of menus and prices for the Food and Beverage Outlet. Tenderer should also state the number of options offered each day for breakfast, lunch, afternoon tea, dinner and all-day, and the menu cycle mechanism.

The choices of food and drinks shall include, but not limited to, the following categories, and within the requested price range:

Categories		Listed Price Range (before 30% staff discount and 10% patient discount)
Breakfast Set	Chinese Style : at least 3 choices including drinks Western Style : at least 3 choices including drinks	≤ HK\$50
Lunch Set	Chinese Style : at least 8 choices including drinks Western Style : at least 8 choices including drinks	≤ HK\$80
	<u>Special Price</u> Chinese Style : at least 1 choice including drinks Western Style : at least 1 choice including drinks	≤ HK\$50
Tea Set	Chinese Style : at least 3 choices including drinks Western Style : at least 3 choices including drinks	≤ HK\$50
Dinner Set	Chinese Style : at least 8 choices including drinks Western Style : at least 8 choices including drinks	≤ HK\$100
	<u>Special Price</u> Chinese Style : at least 1 choice including drinks Western Style : at least 1 choice including drinks	≤ HK\$70
Drinks	At least 10 choices	≤ HK\$25

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 7

Proposed Merchandise and Pricing

Tenderer shall propose the merchandise with price to be sold in the Food and Beverage Outlet.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 8

Items Prohibited for Supply at Food and Beverage Outlet

The following items (including but not limited) are prohibited from being sold in the Food and Beverage Outlet of CUHKMC :

- cigarettes
- tobacco products
- alcoholic drinks including beer
- drugs
- illegal products
- any unhealthy food products as considered by the Hospital

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 9

Takeover Plan

Tenderer is required to propose a takeover plan with tasks to be completed and their milestone dates.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 10

Capital Investment, System and Equipment Provided by the Tenderer

If the Tenderer prepares to invest at its own cost for the improvement and renovation works, system, equipment and utensils, Tenderer shall give details of the proposed improvement to facilities, renovations, capital investment, and timetable of works to be carried out, and provide the list of system, equipment and utensils with the estimated costs. Tenderer must also indicate clearly the title to and ownership of each item in which shall vest in and belong to upon the expiration or earlier termination of the Contract.

If any renovation work undertaken by the Successful Tenderer, the Successful Tenderer will be responsible for the reinstatement upon the expiration or earlier termination of the Contract, except otherwise CUHKMC decides to keep the renovation work.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 11

Operation Team Structure and Manpower Plan

Tenderer is required to provide the manpower structure to be deployed to the Food and Beverage Outlet of CUHKMC. The number of staff, employment status (full/part time), which sections they are working for and their respective ranks should be clearly stated. All relieving staff should be included. In case of part time, the number of hours employed should be indicated.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 12

Quality Management System and Quality Assurance Programme

Tenderer shall describe in detail its quality management and assurance systems, programme and procedures, particularly on food production, safety and hygiene. Relevant supporting documents and training materials shall be submitted.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 13

Key Performance Indicators

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

KEY PERFORMANCE INDICATORS			
Item	Key Results Area	Requirement	Performance Indicator
1	Response to Complaints	Response within 4 hours upon receipt of the notification of complaints from CUHKMC.	>90% per quarter
2	Complaints Rate ^{note1}	Complaints less than 5 cases per quarter	100% per quarter
3	Hygiene and Quality	Obtain score of 80 out of 100 in the Annual Site Inspection ^{Note 2}	Obtain score of 80 out of 100

Note 1: A complaint is defined as the official complaints channel through CUHKMC Hospital Administration team.

Note 2: The details and format of Annual Site Inspection will be jointly determined and mutually agreed by both CUHKMC and the Successful Tenderer upon award of contract.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 14

Customer Services Training and Complaint Handling Procedures

Tenderer shall provide proposal on staff training, development programmes and training manuals to enhance the competence of all its employees. Relevant documents on Customer Services Training and Complaint Handling Procedures shall be submitted.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 15

Risk Management and Contingency Plan

Tenderer shall provide the details of its risk management and contingency plan in the following aspects:

- Risk assessment and management structure
- Organisation support and on-site management procedure
- Contingency plan in the event of service delay or interruption and mechanism for deployment of extra manpower

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 16

Green Initiatives and Environmental Protection

Tenderer shall propose and implement green and environmental protection initiatives that is feasible and applicable to their business model.

Person Authorized to Sign Tender	
Name of Company with Company Chop:	Name and Title:
<hr/>	<hr/>
Telephone:	Email:
<hr/>	<hr/>
Authorized Signature:	Date:
<hr/>	<hr/>

SCHEDULE 17

Innovative Proposal to Meet CUHKMC's Services Improvement Needs

Tenderer is required to submit a proposal with innovative ideas to achieve CUHKMC's goal of becoming a smart hospital, and suggest possible ways to meet CUHKMC's service needs, improve service quality and customer satisfaction.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 18

Value-added Services

Tenderers shall propose other free-of-charge value-added services to be provided under this Tender (e.g. exclusive menu or extended business hours, etc.) to meet the service needs.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 19

Insurance

Tenderers must indicate the name of the insurance company and whether it is able to take over insurance policy in compliance with Clause 23 of Part VI (Tender Brief).

The Name of Insurance Company:
Contact Person:
Contact Telephone No. & Fax. No.:
Contact Email Address:
Address:
Liability Limit for Insurance Policy under Clause 23 of Part VI:

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 20

Security Deposit

I/We am/are prepared to pay the Security deposit with CUHKMC before the commencement of the Contract or within 30 days from the date of the letter of acceptance whichever is the later, an amount of HK\$150,000 or equal to 3 months of the agreed Monthly Licence Fee whichever is higher by:

- ☐ Cheque
- ☐ Banker's Guarantee (Name of Bank: _____)

(Please put a tick as appropriate)

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 21

Guaranteed Wages for Tenderer's Employees Paid by the Tenderer

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

Tenderer must ensure that all staff will be paid at all times at a wage rate not lower than the guaranteed wage proposed in this Schedule or Statutory Minimum Wage, whichever is higher.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 22

Staff Rules

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

- (1) Enter any area of CUHKMC premises other than those necessary for the performance of the Services.
- (2) Cause wilful damage to CUHKMC's property and misuse of facilities.
- (3) Gamble, steal, fight or commit any criminal offence.
- (4) Use foul language.
- (5) Sleeping or drinking of alcohol whilst on duty.
- (6) Negligent in the performance of his/her duties.
- (7) Commit fraud or dishonest acts.
- (8) Refuse to obey a lawful and reasonable order from CUHKMC
- (9) Fail to wear full uniform whilst on duty.
- (10) Smoke in the hospital, including the outdoor areas of the premises.
- (11) Solicit or accept any money, gift or advantages from CUHKMC staff or members of the public.
- (12) Fail to comply with any requirements of CUHKMC to be given from time to time.
- (13) Disclose any information about patient and CUHKMC staff.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 23

Staff Uniform

Uniform of all the staff performing the Services shall be provided by the Successful Tenderer. Tenderer shall provide existing design of staff uniform for summer and winter, and staff badge identification. Tenderer shall propose measures to maintain good staff grooming e.g. the provision of laundry services of staff uniform for better control of hygiene.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 24

Compliance of Infection Control Checklist

CUHKMC has drawn up an infection control compliance checklist as a risk management programme for the Successful Tenderer to safeguard the safety and health of the Successful Tenderer's employees/assignees in providing services ("Other Workers" as defined in the below table) at CUHKMC. This will be renewed from time to time by CUHKMC.

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

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 24 (Continue)

Compliance of Infection Control Checklist

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
6.	Other staff should keep their uniform/ working clothes clean and neat.				
7.	Other staff should follow standard precautions at all times and apply the transmission-based precautions (i.e. contact, droplet, or airborne precautions) according to the precaution signs or as instructed by the supervisors/ CUHKMC staff.				
8.	Other staff who are required to use personal protective equipment (PPE) should be trained on how and when to use the PPE, including surgical mask, N95 respirator, eye protection, disposable gloves and gown.				
9.	Other staff should maintain good environment hygiene. Equipment/ tools should be properly cleaned and/ or disinfected after use.				
10.	Other staff should report any symptoms of fever, chills, unexplained muscle aches, sore throat, running nose, cough, chest infection, shortness of breath, diarrhoea, vomiting and rashes to their supervisors before commencing duty, and seek medical attention immediately.				
11.	Supervisors should keep record of sickness and other infectious diseases of their workers (e.g. chickenpox, hand-foot-mouth disease, etc.) and report to hospital infection control team promptly for any necessary actions.				

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 24 (Continue)

Compliance of Infection Control Checklist

Item	Infection Control Checklist	Yes	No*	N/A	Remarks
12.	Supervisor should record the duty rosters and work locations of other workers and document incident reporting with proper time logs and product without delay upon request by CUHKMC.				

Remarks:

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 25

Declaration on Convictions to Hong Kong Ordinance

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

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 25 (Continue)

Declaration on Convictions to Hong Kong Ordinance

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 25 (Continue)

Declaration on Convictions to Hong Kong Ordinance

Remarks:

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 26

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

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

Consent to Disclosure

Re: The Grant of Licence to Conduct Food and Beverage Business (Canteen Services)

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.

Signature of Witness
Name of Witness:
Occupation:
Address:

SCHEDULE 28

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 CUHKMC, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, CUHKMC may:

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

SCHEDULE 29

Personal Data (Privacy) (Amendment) Ordinance

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

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

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

(to be submitted separately in Price Proposal)

SCHEDULE 30
Monthly License Fee

Tenderer shall indicate below the Monthly Licence Fee to be payable to CUHKMC for the operation of the Food and Beverage Outlet. Licence fee offered in percentage of income / sales of the Food and Beverage Outlet will not be considered.

A. Monthly Licence Fee for the Initial Service Term (36 months)

Contract Period	Monthly Licence Fee payable to CUHKMC (HK\$)	Annual Licence Fee payable to CUHKMC (HK\$)
Year 1 (tentatively from 1 July 2024 to 30 June 2025)		
Year 2 (tentatively from 1 July 2025 to 30 June 2026)		
Year 3 (tentatively from 1 July 2026 to 30 June 2027)		
Licence Fee payable to CUHKMC for 36 months (HK\$) :		

B. Monthly Licence Fee for the Renewal Service Term (24 months)

Contract Period	Monthly Licence Fee payable to CUHKMC (HK\$)	Annual Licence Fee payable to CUHKMC (HK\$)
Year 4 (tentatively from 1 July 2027 to 30 June 2028)		
Year 5 (tentatively from 1 July 2028 to 30 June 2029)		
Licence Fee payable to CUHKMC for 24 months (HK\$) :		

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorized Signature:

Date:

APPENDIX I

Layout and General Information of the Food and Beverage Outlet

Please contact CUHKMC Procurement via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive Appendix I – Layout and General Information of the Food and Beverage Outlet.

APPENDIX II

List of the Facility, Furniture and Equipment to be provided by CUHKMC

Please contact CUHKMC Procurement via email at procurement@cuhkmc.hk to sign a Non-Disclosure Agreement and receive Appendix II – List of the Facility, Furniture and Equipment to be provided by CUHKMC.