香港中文大學醫院
CUHK
Medical Centre

Pioneering Solutions in Healthcare
開拓醫護新領域

Tender Reference No. : IT-TD-202501

22 December 2025

CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER
Provision and Implementation of Server Infrastructure and Container Platform for the Hospital Information System of CUHK Medical Centre (HIS) and Provision of 5 years' Maintenance and Support Services
(Tender No.: IT-TD-202501)

CUHK Medical Centre Limited (CUHKMC) intends to invite Tenderers to submit a proposal for (i) Provision and Implementation of Server Infrastructure and Container Platform for the Hospital Information System of CUHK Medical Centre (HIS) and (ii) Provision of 5 years' Maintenance and Support services.

If your company is interested, please submit a full proposal with all required submissions mentioned in this Invitation to Tender by **12:00 noon on 30 January 2026 (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,

Jane YEUNG
Senior Manager, Supplies & Procurement
CUHK Medical Centre Limited

Enclosure

CUHK Medical Centre Limited

Invitation to Tender

on

Provision and Implementation of Server Infrastructure and Container Platform for the Hospital Information System of CUHK Medical Centre (HIS) and Provision of 5 years' Maintenance and Support Services

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Tender Reference: IT-TD-202501

Tender Issue Date: 22 December 2025

Tender Closing Date and Time: 12:00 noon on 30 January 2026 (HK Time)

Part	**Titles**
I	Interpretation
II	Terms of Tender
III	Conditions of Contract
IIIA	Special Conditions of Contract
IV	Offer To Be Bound
V	CUHKMC's Brief
VI	Tender Brief
VII	Schedules of Submissions
VIII	Appendix(ices)

PART I

INTERPRETATION

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

"Contract"	means the contract made between CUHKMC and the Successful Tenderer for the provision of Services as provided for in clause 5 of Part II (Terms of Tender) of this document;
"Successful Tenderer"	means the Tenderer whose Tender is accepted by CUHKMC;
"CUHKMC"	means CUHK Medical Centre Limited;
"CUHKMC Representative"	means the person acting for and on behalf of CUHKMC or any duly authorised officer of CUHKMC performing his/her duties from time to time;
"Invitation to Tender"	means this invitation to tender for the supply of the Products and the provision of the Services document, which includes, but not limited to, Part I (Interpretation) ("Interpretation"), Part II (Terms of Tender) ("Terms of Tender"), Part III (Conditions of Contract), Part IIIA (Special Conditions of Contract), Part VI (Tender Brief) ("Tender Brief"), and Part VII (Schedules of Submission) of this document issued by CUHKMC to Tenderers;
"Conditions of Contract"	means, collectively, all the respective terms and conditions set out in Part III (Conditions of Contract) and Part IIIA (Special Conditions of Contract) ("Special Conditions of Contract") of this document;
"Letter of Acceptance" or "LOA"	means a letter issued by CUHKMC to officially confirm the acceptance of the Tender submitted by the Successful Tenderer in writing;
"Requirements"	means the requirements/specifications for the Products and the Services, and the supply and provision thereof, as set out in the Tender Brief, Schedules in this Invitation to Tender document, the Conditions of Contract, and those as otherwise negotiated and agreed between CUHKMC and the Successful Tenderer in writing;
"Schedule"	means any schedule under the Schedules of Submission, and "Schedules" shall be construed accordingly;
"Tender"	means the tender proposal submitted by a Tenderer in response to the Invitation to Tender, which comprises a technical proposal ("Technical Proposal") and a price proposal ("Price Proposal"), the Offer to be Bound, and the Schedules completed by the Tenderer, but excluding any terms and conditions, service agreement, or licence agreement of the Successful Tenderer or other third party included in, appended

	under, or incorporated (whether incorporated by way of reference or otherwise) into the Tender in connection with the provision of the Products and the Services;
"Tenderer" or "Company"	means the person, firm, or company whose details are set out in the relevant Schedule, and "Tenderers" shall be construed accordingly; and
"Products"	means the goods and products to be supplied by the Successful Tenderer under the Contract, which include, but not limited to, hardware, software, and local system networking;
"Services"	means the services to be provided and the work to be performed by the Successful Tenderer under the Contract, which include, but not limited to, consultancy, project management, the delivery, installation, configuration, testing, and commissioning of the Products, and the Maintenance and Support Services;
"Deliverables"	all the Products and other deliverables, information, reports, documents, documentation, software, source codes, object codes, manuals, data, and materials created, supplied, or produced in relation to the Products, the Services, and/or any work supplied, provided, or performed by or on behalf of the Successful Tenderer under the Contract;
"Maintenance and Support Services"	has the meaning ascribed to it by clause 5.1 of Part III (Conditions of Contract) of this document;
"Maintenance Period"	has the meaning ascribed to it by clause 5.1 of Part III (Conditions of Contract) of this document;
"Price"	means, collectively, the prices for the Products and the fees for the Services as set out in the relevant Schedule as accepted by CUHKMC;
"Product Acceptance"	has the meaning ascribed to it by clause 2D.4 of Part III (Conditions of Contract) of this document;
"Working Day"	means a day (other than a Saturday, Sunday, public holiday, or a day on which banks 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 to submit tenders for the provision of the Products and the Services subject to and in accordance with the Requirements, the Terms of Tender, the Conditions of Contract, and other terms and conditions in 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 supply and the provision of all (or any part) of the Products and the Services, respectively, whose details and specifications are set out in the Tender Brief.

2.2 Tenderer must note that its offers in its tender submission must comply with the Requirements in every respect, unless compliance is stated as optional or otherwise in the Requirements. Tender submission which does not comply with such requirements shall not be considered.

2.3 The tender proposal and supporting 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.

2.5 Tender is to be completed in permanent ink or typescript; Tender not so completed may not be considered.

2.6 Tender may not be considered if complete information is not given with the Tender or if any particulars 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 CUHKMC 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 agrees 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 Products and 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 Interpretation, 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 does not receive any notification within one-hundred-and-twenty (120) days from the Tender Closing Date may assume that its Tender has not been accepted.

6 Presentation

Tenderer may be invited to provide a brief presentation.

7 Product/ Service Information

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

8 New Information Relevant to Qualified Status

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

9 Cancellation of Invitation to Tender

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

10 Destruction of Tender Submissions that are unsuccessful, etc.

10.1 CUHKMC will return the unsuccessful tender submissions upon one-hundred-and-twenty (120) days of Tender closing. The unsuccessful Tenderer(s) should contact CUHKMC to collect its/their tender submissions. If any unsuccessful Tenderer fails to collect its tender submissions within ten (10) days after the one-hundred-and-twenty (120) days of Tender closing, CUHKMC will dispose of its tender documents without notifying such Tenderer.

10.2 Where this Invitation to Tender is cancelled, all tender submissions under this Invitation to Tender can be destroyed any time after such cancellation without further notice to the Tenderers.

11 Microsoft Windows Support

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

12 Personal Data

12.1 Personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) ("Personal Data") of Tenderer and/or its personnel (collectively,

("Tenderer's Personal Data") may be requested for purposes related to evaluation of offer. When Tenderer's Personal Data is provided, please make sure that the data is accurate and complete. If Tenderer fails to provide the information required or if the information provided is inaccurate or incomplete, the evaluation of the Tenderer's offer will be affected.

12.2 Tenderer's Personal Data may be made available to:

a. The CUHKMC Representative.

b. Any other relevant parties who require it for matters related to evaluation and (if applicable) acceptance of Tenderer's offer.

12.3 CUHKMC and/or CUHKMC Representative will only use, disclose, or transfer the Tenderer's Personal Data provided:

a. For the purposes relating to evaluation and (if applicable) acceptance of offer or directly related purposes; or

b. Where permitted by law.

12.4 CUHKMC will obtain the Tenderer's consent before using Tenderer's Personal Data for any other purposes.

13 Commitment to Environmentally Responsible Purchasing

13.1 CUHKMC is sensitive to the environmental impact of purchasing decisions and takes into account of legitimate environmental concerns while continuing to achieve best value for money in its purchasing functions.

13.2 CUHKMC identifies products/ services which present environmental concerns and addresses these concerns in the approval of the tender specifications and in the tender evaluation process.

14 Environmental Friendly Measures

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

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

14.2 Excessive use of plastic laminates, glossy covers, or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.

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

15 Consent to Disclosure

CUHKMC shall have the right to disclose whenever it considers appropriate, or upon request (verbal or written) by any third party (including any unsuccessful Tenderer), information of the Contract, such as the name and address of the Successful Tenderer, product description/brand/model/country of origin (if applicable), description of the

relevant services (if applicable), and the value of the Contract, without reference to or consent from the Successful Tenderer. Unsuccessful Tenderers may also enquire as to the reason for the rejection of their tender submissions.

16 Offering Gratuities

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

17 Tender Submission

17.1 The documents attached herewith should only be used for the submission of a Tender in response to this invitation. The "Submission of Tender" should be completed by Tenderer with signature and company chop. The submission may be accompanied by documents containing additional explanations, amplifications, or specifications, which should be stapled securely to the appropriate Schedule(s).

17.2 This Invitation to Tender shall be conducted in a two–envelope bidding process. **Tenderers are required to submit their Technical Proposal and Price Proposal separately**. Failure to comply with this requirement will result in disqualification of the submission.

17.3 The Tenderer shall submit the Technical Proposal and the Price Proposal under its Tender submission in two separate sealed plain envelopes. Tenderer shall submit ONE set of hard copy document with ONE copy in electronic form ("soft copy") on USB flash drive or CD-ROM for EACH proposal. Both the envelope for the Technical Proposal and the envelope for Price Proposal must be clearly stated with the subject of the Tender, the Tender reference number, and marked as either "Technical Proposal" or "Price Proposal". In the event of any conflict between the softcopy version and hardcopy version, the hardcopy version shall prevail.

Envelope 1 (Technical Proposal) should consist of the following information:

- Part IV – Offer To Be Bound
- Part VII – Schedules of Submissions - Schedule 1, 2, 3A, 3B, 4, 5, 6, 7A, 7B, 8A, 8B, 8C, 9, 10, 11, 12, 13A, 13B, 14, 15, 16

No Price information should be included in the Technical Proposal.

Envelope 2 (Price Proposal) should consist of the following information:

- Part VII – Schedules of Submissions - Schedule 17

17.4 Each tender proposal (and any accompanying document(s)), properly completed, and enveloped, must be placed in the Tender Box by **12:00 noon on 30 January 2026 (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 submission will not be considered.**

17.5 The Tender Closing Time and Tender Closing Date will be extended to 12:00 noon of the next Working Day in Hong Kong 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; or

b. A black rainstorm signal or tropical cyclone warning signal No. 8 or above is announced to be hoisted shortly by the Hong Kong Observatory between 9:00 am and 12:00 noon on the Tender Closing Date; or

c. The "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 "extreme conditions" as announced by the Hong Kong Government exist between 9:00 am and 12:00 noon on the Tender Closing Date.

18 Tenderer's Enquiries

18.1 All enquiries relating to this Invitation to Tender and/or submission of Tender must be made before **12:00 noon on 9 January 2026 (HK Time)** in writing by email to tender@cuhkmc.hk.

18.2 The answers / responses to Tenderer's enquires will be posted on the website of CUHK Medical Centre (www.cuhkmc.hk) before Tender Closing Date.

PART III
CONDITIONS OF CONTRACT

1 Conditions of Supply

These conditions shall apply to the supply of the Products and the provision of the Services by the Successful Tenderer under the Contract.

1A Successful Tenderer's Conditions

Any terms and conditions imposed by the Successful Tenderer, or any sale or service contract and/or licence agreement of the Successful Tenderer or any third party supplier as included in the tender proposal submitted by the Successful Tenderer pursuant to the Invitation to Tender, which are additional to the terms and conditions under this Invitation to Tender shall not be binding upon CUHKMC and do not form part of the Contract, unless expressly accepted in writing by CUHKMC.

2 General Requirements

2.1 The Successful Tenderer shall supply the Products, provide the Services, and perform related work for the duration of the Term in accordance with the provisions of the Contract, and CUHKMC shall pay to the Successful Tenderer all sums due to the Successful Tenderer for the performance of the Contract, subject to any liquidated damages and/or fee deductions or adjustments as provided for in the Contract.

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 supplier who is qualified, competent, and experienced in providing the services and performing the duties and the work of the nature described in the Contract for projects of a similar size, type, scope, complexity, and purpose of the services and/or 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, and shall procure its employees, agents, and subcontractors to, comply with: -

a. all laws, rules, and regulations applicable to its supply of the Products, provision of the Services, and/or performance of the Contract;
b. the most current version or edition of all codes and standards that are relevant and applicable to its supply of the Products and provision of the Services; and
c. if applicable, clinical governance, policies, procedures, norms, and house rules of CUHKMC as provided by CUHKMC.

2.7 The Successful Tenderer shall provide all necessary assistance and all information on all matters in relation to the Products and 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 The Successful Tenderer shall undertake to remove, reinstate, or re-align any of its works undertaken under the Contract if so reasonably required by CUHKMC at any time during the term of the Contract.

2.10 CUHKMC may have engaged and/or will engage other contractor(s) ("Other Contractor(s)") to perform other work (whether or not in connection with any of the Products, the Services, and work performed under the Contract) on the same job site (physical or otherwise) at any time contemporaneously with the supply of the Products, the provision of the Services, and/or the performance of any work under the Contract. The Successful Tenderer shall and shall procure its employees, agents, and subcontractors to, cooperate fully with the Other Contractor(s) and shall not commit any act that will interfere with the performance of work by any Other Contractor(s). CUHKMC may, in its sole discretion, direct the Successful Tenderer to coordinate its work under the Contract with one or more Other Contractor(s). The Successful Tenderer shall have no claim against CUHKMC for additional payment due to delays or other conditions created by the operation of Other Contractor(s).

2.11 CUHKMC may issue warnings to the Successful Tenderer on all matters relating to the supply of the Products and/or the provision of the Services and the Successful Tenderer shall immediately take all remedial actions which may reasonably be required.

2.12 The Successful Tenderer and its employees, agents, and subcontractors 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.

2.13 The Successful Tenderer shall not use any materials in the supply of the Products and/or 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.

2.14 The Successful Tenderer agrees that the times, dates, and periods shall be of the essence with respect to the supply of the Products and 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.

2.15 CUHKMC reserves the right to reject any part of the Products and/or 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.

2A Products, Specifications, and Proof Notes

2A.1 The Successful Tenderer shall ensure that the Products supplied and other Deliverables delivered under the Contract shall comply with all the Requirements and all the technical literature supplied by the Successful Tenderer with its Tender as accepted by CUHKMC. If the Products supplied and/or other Deliverables delivered fail to comply with any of the Requirements and the said technical literature or are in breach of any

warranty given by the Company in respect of the Deliverables, CUHKMC may by notice in writing at any time and from time to time (i) reject all or part of the Deliverables delivered hereunder, or (ii) require the Successful Tenderer to repair or replace all or part of the Deliverables delivered hereunder, or (iii) terminate the Contract forthwith, but without prejudice to other rights and remedies available to it herein, at law, or otherwise.

2A.2 If applicable, any document(s) and information, such as drawings, reasonably required for the Successful Tenderer's guidance in the delivery of the Products will be furnished to the Successful Tenderer free of charge. Such document(s) furnished shall be returned to CUHKMC on completion of the Contract, if requested by CUHKMC.

2A.3 If applicable, the Successful Tenderer shall furnish CUHKMC with a proof note or a certificate showing that the Products have been subject to customary test(s) for such Products or such tests as CUHKMC may reasonably require.

2B Delivery

2B.1 The Successful Tenderer shall supply and deliver at its own expenses all the Products in accordance with the delivery conditions, to the destination or (if applicable) the installation site named, and in the quantities of the Products in accordance with the delivery time schedule, as specified in the Requirements or the Letter of Acceptance or (if not specified in the Requirements and the Letter of Acceptance) in the relevant delivery instruction(s) issued by CUHKMC.

2B.2 The Successful Tenderer is advised, prior to the submission of Tender, to acquaint itself with the condition of the destination or (if applicable) the installation site, Products delivery route, and site boundary etc. A visit to the installation site can be arranged by contacting CUHKMC.

2B.3 The respective tentative or indicative time schedules for delivery and (if applicable) installation are mentioned in the Requirements or the Letter of Acceptance or (if not specified in the Requirements and the Letter of Acceptance) in the relevant delivery instruction(s) issued by CUHKMC. Notwithstanding such tentative or indicative time schedules, CUHKMC shall have the sole right to decide on and change the time schedules for delivery and (if applicable) installation. The Successful Tenderer shall liaise and confirm with CUHKMC regarding the exact delivery/installation date. If installation of the Products is required, a regular progress report on the installation process shall also be submitted during the course of installation.

2B.4 If applicable, the Successful Tenderer shall arrange appropriate means of transportation for the delivery of the Products to the destination(s) or (if applicable) the installation site(s). The Successful Tenderer shall liaise/confirm with CUHKMC and shall be solely responsible for ensuring the route of delivery to such destination or (if applicable) installation site is of sufficient width, height, and floor loading etc. for the passage of the Products.

2B.5 No temporary storage space for any Products shall be provided by CUHKMC before the agreed delivery time schedule. If any Products arrives earlier than the agreed delivery time schedule, the Successful Tenderer shall be responsible for off-site storage of the Products before delivery to the relevant destination or (if applicable) installation

site in accordance with the agreed delivery time schedule. No claim by the Successful Tenderer for extra payment/charges shall be entertained for off-site storage provision.

2B.6 The Successful Tenderer shall be responsible for any loss or damage to the property of CUHKMC caused during Products transportation, delivery, and (if applicable) installation. All due measures should be taken by the Successful Tenderer to protect such property.

2B.7 The Successful Tenderer shall, at its own costs, be responsible for the clearance of all packing materials after delivery/installation of the Products and the removal and disposal of all such materials to a legal place away from CUHK Medical Centre.

2C Preliminary Inspection and Acceptance of Delivery

2C.1 Upon the arrival of the Products at the relevant destination or (if applicable) installation site, CUHKMC will conduct a preliminary inspection of the Products in terms of appearance, packaging, and quantity. Upon satisfactory preliminary inspection, CUHKMC will sign and return the delivery note.

2C.2 CUHKMC shall have the right to reject any Products that do not meet the requirements of appearance, packaging, or quantity as set out in the Requirements or otherwise in the Contract, Successful Tenderer shall replace the Products that do not meet the said requirements in a timely manner.

2D Installation (if applicable), Testing, and Product Acceptance

2D.1 If installation of Products is required, clauses 2D.2 and 2D.3 shall apply.

2D.2 The Successful Tenderer is responsible for the installation and commissioning of the Products in accordance with the Requirements. The Successful Tenderer shall communicate and confirm with CUHKMC the installation time schedule before delivery of such Products.

2D.3 Based on the confirmed installation time schedule, the Successful Tenderer shall arrange personnel to arrive at the installation site for installation and commissioning. CUHKMC will provide convenient conditions and reasonable cooperation when the personnel assigned by the Successful Tenderer are present for installation and commissioning. The Successful Tenderer shall issue a certificate of compliance to CUHKMC as soon as practicable after completing installation to confirm that it has conducted full tests and found that the Products supplied meets the Requirements (the "Certificate of Compliance"). The Successful Tenderer agrees that CUHKMC will not conduct acceptance tests on the Products unless and until it has received the Certificate of Compliance.

2D.4 All Products and other Deliverables shall be subject to inspection/review and/or testing by CUHKMC after delivery and (if applicable) installation. The Products and other Deliverables shall be inspected/reviewed and tested by CUHKMC in accordance with the acceptance test criteria as set out in the Tender Brief and Schedule 7 (Compliance to Requirements). The Successful Tenderer shall replace all faulty or defective parts and rectify all defects and issues in relation to the Products and other Deliverables arising from defective design, materials, workmanship or any other causes discovered during the process of testing and acceptance. All replaced and rectified parts, Products, and/or other Deliverables shall be subject to re-testing or further testing to the

satisfaction of CUHKMC. The Products and other Deliverables shall be deemed to have been accepted (in whole or in part, as applicable) **only** when CUHKMC or any person duly authorised by CUHKMC furnishes the Successful Tenderer with a written notification in respect of the acceptance of the Products as implemented after satisfactory completion of all acceptance tests ("Product Acceptance").

2E Rejections

2E.1 CUHKMC reserves the right to reject any delivery in the event that:

a. the Products are manufactured in a country/region other than the one originally quoted by the Successful Tenderer and accepted by CUHKMC;

b. the Products are manufactured by a manufacturer and in a manufacturing facility other than the ones originally quoted by the Successful Tenderer and accepted by CUHKMC; or

c. the Products are not new and unused ones.

2E.2 If CUHKMC rejects any Deliverable for whatever reason, the Successful Tenderer shall remove the same at its own expense within 5 Working Days of being notified in writing by CUHKMC of the rejection. If the Successful Tenderer fails to remove the Deliverable within such period, CUHKMC shall be entitled to dispose of the Deliverable as it sees fit. No liability shall attach to CUHKMC in respect of such disposal.

2E.3 If required by CUHKMC under clause 2A.1(ii) of this Part, the Successful Tenderer shall within a reasonable period of time following the notice of rejection repair or replace the rejected Deliverable or any part thereof. In the case where such repair/replacement has to be obtained from sources outside Hong Kong, the Successful Tenderer must advise CUHKMC the delivery date of such repaired/replacement Deliverable or part thereof and such date must be agreed by CUHKMC. Time shall be of the essence for delivery of such repaired/replaced Goods.

2E.4 In the event that the Successful Tenderer offers for delivery any Deliverable which has previously been rejected by CUHKMC, CUHKMC shall immediately thereupon be at liberty to terminate the Contract, without prejudice to its right to claim damages for the breach and its other rights and remedies available herein, at law, or otherwise.

2F Expert Determination Expenses

Without prejudice to other rights or remedies available to CUHKMC herein or at law, if CUHKMC determines that there are any defects in the Products, the Successful Tenderer shall be responsible for any expenses incurred in engaging a surveyor or any expert to establish and determine the nature of the defects.

2G Costs of Additional and Alternative Works

The Successful Tenderer will be responsible for the costs as determined by CUHKMC for any additional or alternative works to suit the Products delivery, storage, installation, and/or commissioning requirements if such have not been highlighted clearly by the Successful Tenderer and confirmed acceptable by CUHKMC before the award of the Contract.

3 Delays

3.1 The Successful Tenderer shall deliver the Deliverables on or before the applicable delivery date(s) or completion date(s) or (as applicable) during the applicable service period(s). The exact or expected delivery date(s), completion date(s), and/or service period(s) will be specified in the Requirements or the Letter of Acceptance or (if not specified in the Requirements and the Letter of Acceptance) the relevant delivery instruction(s) issued by CUHKMC. Time shall be of the essence for delivery of Deliverables.

3.2 If the Successful Tenderer fails to deliver the Deliverables by the applicable delivery date(s) or completion date(s) or(as applicable) during the applicable service period(s), then the Successful Tenderer shall pay to CUHKMC as and by way of liquidated damages for any loss or damages sustained by CUHKMC and/or CUHKMC shall be entitled to withhold or make deduction(s) from, or adjustments to, the fee payable to the Successful Tenderer as provided for in the Contract.

3A Default

Notwithstanding other provisions herein, if the Successful Tenderer fails to deliver all or any of the Deliverables ordered within the time provided for in the Contract or as otherwise in accordance with the requirements under the Contract or the Deliverables are rejected, or the repaired/replacement Deliverables or part(s) thereof are not delivered within the time as provided for in clause 2E.3 of this Part, CUHKMC shall immediately thereupon be at liberty to terminate the Contract by written notice addressed to the Successful Tenderer, but without prejudice to any claims by CUHKMC for breach of the Contract and, in particular, its right to procure any Deliverable or any part thereof which has not been provided from any other source, and the Successful Tenderer shall be liable for any sums so incurred by CUHKMC in excess of the Contract price. In the event any Deliverable or any part thereof is rejected by CUHKMC, the Successful Tenderer shall on receipt of written notice by CUHKMC immediately refund CUHKMC the amount so paid by CUHKMC for such Deliverable or part thereof.

4 Title and Risk

4.1 The title to the Products delivered to CUHKMC shall pass to CUHKMC when the Products are delivered to the carrier engaged by the Successful Tenderer to transport the Products to the destination or (if applicable) installation site as specified by CUHKMC.

4.2 The risk in the Products delivered to CUHKMC shall pass to CUHKMC upon Product Acceptance.

5 Maintenance and Support Services

5.1 The Successful Tenderer shall provide comprehensive maintenance and repairs and support services that are comparable to a full scope warranty and support for the Products delivered as a solution, and any part or portion thereof, in accordance with the Requirements and this clause after Product Acceptance by, among other things,

replacing all faulty or defective parts and rectifying or making good any and all defects and issues in relation to the Products as soon as they are discovered for a period of five (5) years from the date of Product Acceptance ("Maintenance Period") (collectively, "Maintenance and Support Services").

5.2 If the Successful Tenderer is not the manufacturer of any Product, the Successful Tenderer shall ensure that the related Maintenance and Support Services provided under the Contract is provided by the manufacturer of such Product unless agreed otherwise by CUHKMC under special circumstances such as the manufacturer declines to provide such services.

5.3 The Maintenance and Support Services shall be inclusive of the costs of all parts and components replaced or repaired and the labour involved. The Maintenance and Support Services shall include replacement/repair of faulty or defective parts or components; rectification or making good of any and all defects and issues in relation to the Products arising from defective design, materials, workmanship, or any other causes as soon as they are discovered; troubleshooting; scheduled and breakdown services; maintenance (preventive and corrective) with on-site support; firmware/software/system update services; 24×7 hotline support with incident logging and escalation procedures; periodic health checks and performance reviews; support CUHKMC to achieve compliance with the Protection of Critical Infrastructures (Computer Systems) Ordinance (Cap. 653 of the Laws of Hong Kong) and other relevant laws and regulations; and support services (as described in section 5 of Tender Brief) provided by qualified maintenance personnel of the Successful Tenderer and/or the manufacturer concerned so procured by the Successful Tenderer.

5.4 In the event that the Successful Tenderer is required to replace any defective Products but it does not at the same time call for the return of the defective Products, no responsibility for the defective Products shall rest upon CUHKMC, and CUHKMC shall be entitled to dispose of such defective Products after a reasonable time as determined by CUHKMC in its sole discretion in whatever manner as it sees fit and retain any proceeds thereof. The Successful Tenderer shall not, and shall ensure that the manufacturer concerned shall not, have any claim whatsoever against CUHKMC in relation to the foregoing.

5.5 If any defects or issues are not made good within a reasonable time, CUHKMC may, after serving a notice on the Successful Tenderer, proceed to rectify the defects or issues by repair or replacement at the Successful Tenderer's risk and expense without prejudice to any other rights which CUHKMC may have against the Successful Tenderer.

5.6 The Successful Tenderer shall remain liable to CUHKMC under the terms of this clause whether or not the Products, or any part thereof, were manufactured by it, and the Successful Tenderer shall ensure that the supplier of any Products not manufactured by it shall be under at least the same liability to the Successful Tenderer as the liability undertaken by the Successful Tenderer to CUHKMC pursuant to this clause.

5A Changes and Substitution of Products

5A.1 The Successful Tenderer must keep CUHKMC advised of any changes in the Products, including, but not limited to, change in design, material, part numbers, supersessions, before delivery and during the term of the Contract.

5A.2 The Successful Tenderer undertakes to provide CUHKMC at any time before Products delivery with an option to substitute products with new technology for any or all of the offered Products. The substitute Products shall have performance characteristics and functional capability equivalent to or better than the originally offered Products. Such substitution(s) shall cost less than or equal to the replaced Products. The terms and conditions of the Contract shall remain applicable to such substitutions(s) and such substitution(s) shall become the Products for the purpose of the Contract. CUHKMC reserves the right to accept or reject the proposed substitution(s).

5B Notification of Upgrade and Modification

The Successful Tenderer shall inform CUHKMC in writing within 5 Working Days for any upgrade and modification affecting the Products supplied under the Contract during the term of the Contract.

5C Product Recall, Hazard Alert and Safety Notice

5C.1 In case there is adverse incident happened locally and/or in overseas countries/regions affecting any of the Products supplied under the Contract that leads to a product recall, hazard alert or safety notice action, the Successful Tenderer is obligated to inform CUHKMC in writing within 3 Working Days after the Successful Tenderer knew or reasonably should have known the happening of the incident. The Successful Tenderer shall then promptly make arrangements for providing repair, replacement parts, product upgrade, or replacement with the same or similar models that provide the same or similar functionality, functions, performance, and security as the affected Product at no extra cost to CUHKMC within a commercially acceptable period as may be mutually agreed between the Successful Tenderer and CUHKMC in writing, but without prejudice to other rights and remedies available to CUHKMC herein, at law, or otherwise.

5C.2 The Successful Tenderer's obligation under this clause 5C is on a continuing basis until CUHKMC notifies the Successful Tenderer in writing that it ceases to own or possess the Products.

6 Successful Tenderer's Acknowledgement

The Successful Tenderer acknowledges it has been supplied with sufficient information to enable it to supply the Products and to provide the Services which comply fully with the Requirements and the requirements of the Contract. The Successful Tenderer shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Successful Tenderer of any matter or fact relating to the Requirements, the said requirements or any other provisions of the Contract.

7 Price and Payment Term

7.1 In consideration of the supply of the Products and the provision of the Services in accordance with the terms and conditions of the Contract and to the satisfaction of CUHKMC, and subject always to any and all set-offs, deductions, and/or withholdings that CUHKMC may be entitled to under the Contract, CUHKMC will pay the Price to

the Successful Tenderer in accordance with the payment schedule as set out in the Tender Brief or (if set out therein) the Letter of Acceptance ("Payment Schedule") against invoices issued by the Successful Tenderer.

7.2 Invoices and correspondence concerning payment must be forwarded to CUHKMC in accordance with the Payment Schedule. CUHKMC shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed and delivered to CUHKMC.

a. Unless otherwise agreed by CUHKMC, no payment of the Price (in whole or in part, as applicable) shall be made until fulfillment of the criterion or all the criteria in respect of the relevant payment milestone, which may include acceptance of the relevant Products supplied and/or Services delivered within the meaning of clause 2D of this Part, to the satisfaction of CUHKMC.

b. Subject to paragraph (a) above, the payment shall be made within 30 clear Working Days from the date of receipt of invoice by CUHKMC.

8 Recovery of Sums Due

Where the Successful Tenderer has incurred any liability to CUHKMC, whether at law or in equity and whether such liability is liquidated or unliquidated, CUHKMC may set off, whether by way of equitable set off or at common law, the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from CUHKMC to the Successful Tenderer under the Contract.

9 Warranties, Representations, and Undertakings

9.1 The Successful Tenderer warrants and represents that:

a. every item of the Deliverables, including each and every item of the Products, (i) is new and unused, (ii) shall conform to and perform in all respects in accordance with the requirements for the Products under the Contract, including, but not limited to, the Requirements, and the technical literature and other product specifications supplied by the Successful Tenderer with its Tender as accepted by CUHKMC;

b. the title to the Products conveyed to CUHKMC shall be good and its transfer is rightful;

c. the Products supplied shall be free from any security interest or other lien or encumbrance;

d. the Products shall be free from material defects in design, materials, and workmanship;

e. the Products shall be of merchantable quality and fit for the purpose as stated in the Contract or (if a particular purpose is not stated in the Contract) fit for the purpose for which the Products of that kind are commonly bought; and

f. the Products shall be manufactured in the country/region, by the manufacturer(s), and in the manufacturing facility(ies), as applicable, as quoted by the Successful Tenderer and accepted by CUHKMC.

9.2 The Successful Tenderer further warrants, represents, and undertakes that:

a. the Successful Tenderer, and its employees, agents, and subcontractors shall have the necessary training, skills, experience, qualifications, and expertise to provide the Services on the terms and conditions set out in the Contract;

b. the Successful Tenderer shall carry out the Services with all due diligence and in a timely, safe, proper, skillful, professional, and workmanlike manner, and in a manner that conforms to industry standards;

c. the Services shall conform in all respects to the Requirements and other service specifications and conditions under the Contract;

d. the Successful Tenderer owns, and has obtained and is able to obtain and will maintain at all times valid licences for, all intellectual property rights that are necessary for the performance of its obligations under the Contract;

e. the supply of the Deliverables and the provision of the Services by the Successful Tenderer, and the use or possession of the Deliverables by CUHKMC and its authorised users, do not and will not infringe the intellectual property rights (including copyright) and other rights of any third party;

f. the Successful Tenderer has been duly organised and validly existing in the jurisdiction of its incorporation;

g. the Successful Tenderer has the full power, capacity, authority to enter into the Contract and to perform its obligations hereunder;

h. all authorisations, approvals, consents, licences, exemptions and other requirements of any government authorities or body in any relevant jurisdiction which are required to authorise the Successful Tenderer and its employees, agents, and subcontractors to execute, deliver, and perform the Successful Tenderer's obligations under the Contract have been duly and unconditionally obtained and are in full force and effect during the term of the Contract;

i. all information supplied, and all statements and representations made, by or on behalf of the Successful Tenderer are true, accurate, and complete; and

j. none of the Successful Tenderer and its employees, agents, and subcontractors is bound by or subject to any court order, agreement, or undertaking which will or might have a material adverse effect on the Successful Tenderer's ability to perform its obligations under the Contract

(together with the representations and warranties provided for in clause 9.1 of this part, collectively, the "Warranties", and each a "Warranty").

9.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

9.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract,

a. the rights, duties, and liabilities imposed on a seller and the rights conferred on the buyer under the Sale of Products Ordinance (Chapter 26 of the Laws of Hong Kong); and

b. the rights, duties, and liabilities imposed on a supplier and the rights conferred on the party contracting with the supplier under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong),

apply to bind the Successful Tenderer and CUHKMC, respectively.

9.5 The Successful Tenderer shall notify CUHKMC promptly when it reasonably foresees that there will be a forthcoming change of control in itself or, if the Successful Tenderer Tenderer does not have prior knowledge thereof, when or as soon as it becomes aware that there is or has been a change of control in itself. For the purpose of the Contract, "change of control" means change in the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the direct or indirect ownership of voting securities, by contract, or otherwise.

10 Liability and Indemnities

10.1 CUHKMC and its employees, agents, and subcontractors 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, agents, or subcontractors however caused (whether by any negligence of CUHKMC or any of its employees, agents, and subcontractors or otherwise); or

b. Any injury to or death of any of the Successful Tenderer's employees, agents, and subcontractors (save and except any such injury or death was caused by negligence of CUHKMC or any of its employees, agents, and subcontractors).

10.2 The Successful Tenderer shall indemnify each of CUHKMC and its employees, agents, and subcontractors (each an "Indemnified Person") against any and all claims, demands, actions, arbitrations, suits, and proceedings made or instituted against (collectively, "Claims"), and any and all liabilities, losses, damage, costs, charges, and expenses (including, but not limited to, legal costs and disbursements) (collectively, "Costs and Damages") incurred or suffered by, an Indemnified Person of whatsoever nature that arise directly or indirectly in connection with, out of, or in relation to:

a. the performance or breach of any provisions of the Contract, including, but not limited to, any warranty, representation or undertaking, by the Successful Tenderer or any of its employees, agents, and subcontractors (collectively, the "Successful Tenderer Representatives");

b. the negligence, recklessness, tortious acts, or willful omission of the Successful Tenderer or any of the Successful Tenderer Representatives;

c. any default, unauthorised act, or willful misconduct of the Successful Tenderer or any of the Successful Tenderer Representatives;

d. any loss, damage, injury, or death referred to in clause 10.1 of this part (save and except any such injury or death caused by negligence of CUHKMC or any of its employees, agents, and subcontractors);

e. without prejudice to the generality of paragraphs (b) and (c) above, any loss or damage sustained by, or any personal injury to or death of, any third party in consequence of any default or negligence of the Successful Tenderer or any of the Successful Tenderer Representatives;

f. any death of, personal injury to, or damage to property of any third party arising out of, or in connection with, defective Products not attributable to any act or omission of any Indemnified Person; and

g. the non-compliance by the Successful Tenderer or any Successful Tenderer Representatives with any applicable laws, regulations, orders, or requirements of any government authorities.

10.3 In the event of any of the Successful Tenderer's employees, agents, and subcontractors suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Successful Tenderer shall within 7 clear Working Days give notice in writing of such injury or death to CUHKMC.

10.4 The Successful Tenderer shall indemnify CUHKMC for all Costs and Damages arising from the delay or failure in the delivery, commissioning, and / or rejection of the Products and/or the Services or any part thereof.

10.5 The Successful Tenderer shall, and (as applicable) shall procure its subcontractors and/or the manufacturers of the relevant Deliverables to, indemnify CUHKMC against all Claims arising at any time that the supply of the Deliverables or the provision of the Services by the Successful Tenderer, or the use or possession of the Deliverables by CUHKMC or its authorised users infringes any patent rights, copyrights, 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 Deliverables. The Successful Tenderer shall be liable for all Costs and Damages suffered or incurred by CUHKMC that may arise from any such Claims.

10.6 For the purpose of this clause, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clause Ordinance (Cap. 71 of the Laws of Hong Kong).

11 Insurance

11.1 The Successful Tenderer shall, and/or shall ensure that the manufacturer of each Product shall, put in place and maintain in force product liability insurance for an insured amount of not less than HK$50 million per claim with a reputable insurance company.

11.2 The Successful Tenderer shall put in place and maintain in force insurance policy(ies) with reputable insurance company(ies) that cover the following liabilities:

a. public liability (including, but not limited to, legal liabilities arising out of loss or damage to its clients' and third parties' property and personal injury or death to persons other than its employees) for an insured amount of not less than HK$10 million per claim; and

b. legal liabilities (including, but not limited to, professional liabilities) as a result of or arising from the performance of the Contract by the Successful Tenderer for an insured amount of not less than HK$10 million per claim.

11.3 On CUHKMC's written request, the Successful Tenderer shall provide CUHKMC with copies of the insurance policy certificates and details of cover provided of the insurance policies referred to in this clause 11.

11.4 The Successful Tenderer's liabilities under the Contract shall not be deemed to be released or limited by the Seller taking out insurance policies referred to in this clause 11.

12 Intellectual Property Rights

12.1 Subject to clause 12.2 of this Part, CUHKMC shall be the exclusive owner of all Deliverables 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 Price/fees 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.

12.2 The copyright and other intellectual property rights subsisted in any proprietary software or any part of any software supplied under the Contract, the development of which (i) is not commissioned by CUHKMC, or (ii) is not tailor-made or customised for CUHKMC, under the Contract 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, at its own costs, procure and ensure the relevant copyright owner to grant, to each of CUHKMC and its authorised users an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, and sublicensable licence to, for all purposes contemplated by the Contract, operate, configure, maintain, modify, enhance, and upgrade, or otherwise use such software or part thereof.

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

13 Corrupt Gifts

If the Successful Tenderer or any employee, agent, or subcontractor 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 incurred or suffered as a result by CUHKMC in accordance with clause 10.2 of this part.

14 Applicable Law and Dispute Resolution

14.1 The validity and interpretation of the Contract shall be governed in all respects by the laws of Hong Kong.

14.2 The Successful Tenderer shall, and shall procure its employees, agents and subcontractors to, comply with all applicable international and local laws, rules and regulations pertinent to its obligations under the Contract.

14.3 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.

15 Data Protection

15.1 The Successful Tenderer shall, and shall ensure that its employees, agents, and subcontractors 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).

15.2 Without prejudice to the generality of clause 15.1 of this part, the Successful Tenderer shall, and shall ensure that its employees, agents, and subcontractors shall, only use personal data (as defined in PDPO) received or collected pursuant to the Contract for the purpose of performing its obligations under the Contract and shall not transfer such personal data outside Hong Kong without the prior written consent of CUHKMC.

16 Publicity

16.1 The Successful Tenderer shall submit to CUHKMC for its review, comment, and consent all advertising or other publicity material relating to the Contract or the Products/Services supplied or other work done in connection with the Contract wherein the name of CUHKMC or CUHK Medical Centre is mentioned, identified, or referred to or any name, trade name, trade mark, service mark, logo, or other proprietary business designation of CUHKMC or CUHK Medical Centre (collectively, "Marks") is shown, or from which a connection with CUHKMC can reasonably be inferred or implied, before the final production of such material.

16.2 The Successful Tenderer shall not publish or use any advertising or other publicity material referred to in clause 16.1 of this Part for any promotion or marketing purposes, or otherwise identify or refer to CUHKMC or CUHK Medical Centre 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.

16.3 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.

17 Confidential Information

17.1 The Successful Tenderer shall, shall ensure that its directors, officers, employees, agents, subcontractors, and professional advisors should: (i) treat any oral or written information of or about CUHKMC and/or its affiliates that is non-public (including, but not limited to, trade secrets) which they obtain during the discussions or negotiations for, during performance under, and/or otherwise in connection with the Contract, or accidentally overhear or encounter on any CUHKMC premises (collectively, "Confidential Information") as confidential; (ii) not disclose such information to any third party; and (iii) only use such information for the purpose of performing the Successful Tenderer's obligations under the Contract.

17.2 The Successful Tenderer acknowledges that all Confidential Information, including any and all items which contain the Confidential Information, shall remain the sole and exclusive property of CUHKMC. Nothing in the Contract shall be deemed to confer any right or licence to the Confidential Information on the Successful Tenderer or any of its affiliates and the respective directors, officers, employees, agents, subcontractors, and professional advisors of the Successful Tenderer and its affiliates.

18 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/ quotations in response to tender invitations/ invitations for quotation 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(ies) and subsidiary(ies) from participation in any future tender invitations/ invitations for quotation issued by CUHKMC, for such period as CUHKMC may in its entire discretion consider appropriate. Tenders/ quotations received from any tenderer who has been so disqualified from tendering/ quoting by CUHKMC shall be rejected.

19 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" (as may be updated by CUHKMC from time to time), which is applicable to all suppliers of CUHKMC. The Responsible Sourcing Guideline of CUHKMC can be obtained from the website of CUHKMC at:
https://www.cuhkmc.hk/f/page/374/15410/Responsible%20Sourcing%20Guidelines%20of%20CUHKMC_230918.pdf

20 Occupational Safety and Health ("OSH")

20.1 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 and workers, and shall procure and ensure that its agents and subcontractors shall also take all reasonable steps

to ensure the health and safety at work of all of their respective employees and workers (all of the aforementioned employees and workers shall, collectively, be referred to as the "Hired Personnel") who are 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 the health of the Hired Personnel in connection with the use, handling, storage, and transportation of plant or substances;

c. Provide adequate information, instructions, training, and supervision to the Hired Personnel 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 the Hired Personnel take care of the safety and health of other persons who may be affected by their act or omission and co-operate with CUHKMC and such other persons to ensure compliance with any applicable statutory requirements.

21 Environmental Protection

The Successful Tenderer shall, and shall procure its employees, agents, and subcontractors to, comply with the relevant environmental laws, regulations, and guidelines and codes of practice issued from time to time by relevant government authorities in order to restrict and reduce the adverse effects on environment as a result of the services/products provided by the Successful Tenderer.

22 Term

The Contract shall take effect from the award of the Contract (i.e. the date of the Letter of Acceptance) or such other commencement date of the Contract as set out in the Letter of Acceptance (the "Commencement Date"), and shall continue in force thereafter for such period of time from the Commencement Date, or until the (last) completion date, the (last) service date, or the end of a relevant term, as applicable, as specified in the Letter of Acceptance, unless the Contract is terminated prematurely in accordance with the Contract (the "Term").

23 Termination

23.1 The Contract may be terminated by CUHKMC by giving the Successful Tenderer sixty (60) days' prior notice in writing to terminate the Contract.

23.2 If:

a. any Product is rejected for failing to comply with the Requirements;

b. the Successful Tenderer is in breach of any of its representations, warranties, and undertakings under the Contract;

c. the Successful Tenderer is in breach of any of the terms of the Contract (other than its representations, warranties, and undertakings under the Contract) which is remediable but the Successful Tenderer fails to remedy such breach within thirty (30) days after the service of a notice from CUHKMC giving particulars of such breach and requiring its remedy;

d. the Successful Tenderer is in breach of any of the terms of the Contract (other than its representations, warranties, and undertakings under the Contract) which in the opinion of CUHKMC is non-remediable;

e. the Successful Tenderer has made a material misrepresentation during the tendering process of the Contract; or

f. CUHKMC is given the right to terminate the Contract under any other terms of the Contract,

CUHKMC may at its discretion terminate the Contract forthwith by serving notice in writing to the Successful Tenderer (unless, in the case of termination under any other terms of the Contract, the relevant term provides for termination without notice), but without prejudice to its right and entitlement to claim damages for the failure or breach.

23.3 CUHKMC may terminate the Contract forthwith without notice if:

a. a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Successful Tenderer's creditors;

b. if the Successful Tenderer is a body incorporate, the shareholder(s) of the Successful Tenderer has/have resolved to wind up the Successful Tenderer (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);

c. the Successful Tenderer is subject to a winding-up/bankruptcy petition against it/him;

d. a winding up/bankruptcy order has been made against the Successful Tenderer by a court;

e. the Successful Tender is subject to receivership/administration or a receiving order/order for administration;

f. the Successful Tenderer is subject to any investigation or proceedings which could reasonably be expected to have adverse impact on the reputation of CUHKMC as a provider of medical and/or healthcare services in association with the Successful Tenderer; or

g. there is a change of control in the Successful Tenderer.

23.4 CUHKMC reserves the right to terminate the Contract if the Successful Tenderer fails to meet the Requirements and/or the agreed service levels in relation to the Maintenance and Support Services cumulatively for more than six (6) times over consecutive six (6) months. Without prejudice to its other rights and remedies available herein, at law, or

otherwise, CUHKMC may claim liquidated damages from the Successful Tenderer for any loss or damages sustained by CUHKMC due to the foregoing failure.

23.5 For any delay in the delivery of any Services and/or Deliverables by the agreed timeline to CUHKMC due to any default on the part of the Successful Tenderer, CUHKMC may consider issuing written warning to the Successful Tenderer. After issuing three (3) times of the written warning, CUHKMC shall have the right to terminate the Contract, but without prejudice to its other rights and remedies available herein, at law, or otherwise.

23.6 Expiry or termination of the Contract shall be without prejudice to the rights and obligations of CUHKMC or the Successful Tenderer accrued prior to such expiry or termination.

23.7 All provisions of the Contract which in order to give effect to their meaning need to survive expiry or termination of the Contract shall remain in full force and effect after such expiry or termination.

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 No Assignment or Subcontracting

25.1 The Successful Tenderer may not assign any right or transfer any obligation or subcontract under the Contract without CUHKMC's prior written consent. Without prejudice to the aforementioned prohibition, the Successful Tenderer shall be responsible for all acts, omissions and defaults of its employees, agents, and subcontractors, and the employees of any of the aforesaid agents and subcontractors as if they were the Successful Tenderer's own. Subcontracting any part of the Contract shall not relieve the Successful Supplier of any of its obligations or duties under the Contract.

25.2 Failure to comply with this clause shall constitute a material breach of the Contract.

26 Contracts (Rights of Third Parties) Ordinance

The application of the Contracts (Rights of Third Parties) Ordinance (Chapter 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 such ordinance.

27 Entire Agreement and Amendment

27.1 The Contract represents the entire agreement of CUHKMC and the Successful Supplier and supersedes any previous agreements or arrangements between them with respect to the subject matter of the Contract. The Successful Supplier acknowledges that in entering into the Contract, it has not relied on any statements, warranties, or representations given or made by CUHKMC. On the other hand, CUHKMC has relied on the warranties, representations, and undertakings, expressed or implied, contained

in the Contract, and those made by the Successful Supplier in its Tender (including all Schedules submitted by the Successful Supplier), during the evaluation of the Tender, and those from time to time made in the course of performance of the Contract.

27.2 CUHKMC and the Successful Supplier agree that in no event shall any terms and conditions, service agreement, or licence agreement of the Successful Supplier included in, appended under, or incorporated (whether by way of reference or otherwise) into the Contract, or otherwise provided by the Successful Supplier, in connection with the supply of the Products, the provision of the Services, and/or the Contract shall vary the Contract unless it is specifically set out in the Letter of Acceptance.

27.3 No variation or amendment of the Contract shall be effective unless it is in writing and signed by the respective duly authorised representatives of CUHKMC and the Successful Tenderer.

28 Waiver

28.1 Time shall be of the essence for the Contract, but no failure or delay by CUHKMC to exercise or in exercising any right, power, or remedy under the Contract, at law, or in equity shall operate as a waiver thereof or preclude the exercise of any other right, power, or remedy; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof. Without limiting the foregoing, no waiver by CUHKMC of any breach by the Successful Tenderer of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of that or any other provision of the Contract.

28.2 No waiver of any provision of the Contract shall be effective unless it is in writing and duly signed by an authorised representative of CUHKMC granting the waiver.

29 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. Special Conditions of Contract;

c. Conditions of Contract, excluding Special Conditions of Contract;

d. Tender Brief;

e. Interpretation;

f. Other negotiated terms as agreed between CUHKMC and the Successful Tenderer in writing (if any);

g. Tender proposal, including the 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

h. Terms of Tender.

PART IIIA
SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract

The conditions of contract set out in this Part shall apply to the Contract in addition to the conditions of contract set out in Part III of this document.

2. Confidentiality

2.1 Subject to clause 2.1 of this Part, the Successful Tenderer shall not use or disclose and shall keep confidential all matters relating to the Contract and shall use its best endeavours to prevent its employees, agents, representatives and subcontractors (collectively, the "**Representatives**") from making any use or disclosure to any person of any matters relating hereto.

2.2 Clause 2.1 of this Part shall not apply to the disclosure of information:

a. required by all applicable laws, bye-laws, regulations, policies and code of conduct, including the Code of Practice for Private Hospitals issued by the Department of Health of the Government of Hong Kong;
b. that is reasonably required by persons engaged by the Successful Tenderer in the performance of the Successful Tenderer's obligations under the Contract (provided that such third person is itself subject to confidentiality obligations with respect to the information);
c. where the Successful Tenderer can demonstrate that such information is already generally available in the public domain otherwise than as a result of a breach of the Contract; or
d. which is already lawfully in the possession of the Successful Tenderer, prior to its disclosure by CUHKMC.

3. Probity

3.1 The Successful Tenderer shall prohibit its Representatives and other persons who are involved in or in relation to the Contract from offering, soliciting, or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong) when conducting business in connection with the Contract.

3.2 The Successful Tenderer shall issue to each of its Representatives and other persons who are involved in or in relation to the Contract a copy of this clause on the commencement date of the Contract (or if such Representatives and other persons are engaged after the commencement date of the Contract, on the date of engagement).

3.3 The Successful Tenderer shall give and shall ensure that each CUHKMC Representative and any persons authorised by him in writing are given all relevant information relating to the performance of the obligations set out in this clause (Probity) on request.

3.4 If the whole or any part of the Contract is subcontracted to any person, the Successful Tenderer shall ensure that the terms of this clause (Probity) are included in all subcontracts at all levels (whether or not the Successful Tenderer is a party to such subcontracts).

3.5 The Successful Tenderer shall:

a. procure any contract pursuant to the Contract by a fair, transparent, and competitive bidding process;
b. during any procurement process pursuant to the Contract, follow procedures reasonably intended to identify subcontractors and other professionals of appropriate quality, capabilities, and calibre so that the services meet appropriate quality standards and are provided in a cost-efficient manner; and
c. report agreements or transactions with its related companies/persons in relation to the business and services of CUHKMC, the Contract, or the land grant in respect of the lot used by CUHKMC for the operation of CUHK Medical Centre as when and required by the Government of Hong Kong (the "Government").

3.6 If the Successful Tenderer commits a breach of any provision of clauses 3.1 or 3.5 of this Part, CUHKMC shall have the right to terminate the Contract by five (5) business days' prior notice in writing to the Successful Tenderer, without entitling the Successful Tenderer to any compensation whatsoever, and due notice will be taken by the Government of the breach which may prejudice the standing, approval, or eligibility of the Successful Tenderer (as contractor or subcontractor) for inclusion or consideration in any approved list or pre-qualification exercise for Government contracts. CUHKMC and Successful Tenderer acknowledge and agree that damages may not be an adequate remedy for any breach of this clause (Probity), and that in the event of such breach, specific performance shall be an appropriate remedy.

* "business day" means any day (other than a Saturday or Sunday) on which banks generally are open in Hong Kong.

3.7 CUHKMC declares that to the extent that any of its rights or interests arises out of, relates to, or results from any of the provisions of clauses 3.2, 3.3, 3.4, and 3.6 of this Part, it acquires, holds, and maintains such rights and interests on its own behalf and on behalf of and for the benefit of the Government of Hong Kong.

4. Data Protection

4.1 The Successful Tenderer shall (and shall procure that any of its Representatives and other persons involved in the provision of the Services under the Contract):

a. comply with its obligations under the PDPO;

b. only use the Personal Data (as defined in the PDPO) as reasonably required in connection with the provision of the Services;
c. comply with the procedures or processes notified to the Successful Tenderer by CUHKMC with respect to Personal Data from time to time;
d. implement and maintain all reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of Personal Data and accidental disclosure, loss or destruction of, or damage to, Personal Data; and
e. give CUHKMC notice as soon as the Successful Tenderer becomes aware of any breach of its data protection obligations under the Contract or of any enforcement proceedings against it under the PDPO or any unauthorised or unlawful access to or processing of, or accidental disclosure, loss or destruction of, or damage to, any Personal Data.

4.2 Unless CUHKMC requires in writing otherwise, the Successful Tenderer shall not disclose the Personal Data to any third parties other than:
a. to employees and subcontractors to whom the disclosure is necessary for the provision of the Services, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the Successful Tenderer and is consistent with any procedures specified by CUHKMC from time to time; or
b. to the extent required by any regulatory authority, provided the Successful Tenderer gives notice to CUHKMC of any such disclosure promptly after it becomes aware of that requirement.

4.3 At the time of collection of Personal Data from a data subject by the Successful Tenderer or its employees or subcontractors, the Successful Tenderer shall or shall ensure that:
a. it notifies such data subjects; and
b. each of its subcontractor notifies such data subjects,

that the data may be used or accessed by the Government or a third party in the event that the Government or a third party assumes the operation of CUHK Medical Centre for any reason.

PART IV

OFFER TO BE BOUND

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

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

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

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

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

Policy No. _____

Name of Insurance Company _____

Period covered by the Policy is from _____

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

_____

_____

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

The Tender is submitted with the authority and on behalf of _____

Company Limited whose registered office is situated at _____Hong Kong.

- or –

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

The Tender is submitted 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 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

CUHKMC'S BRIEF

This CUHKMC's Brief aims at providing Tenderers with general understanding of CUHK Medical Centre Limited ("CUHKMC" or "we", and "our" and "us" shall be construed accordingly) and should be read in conjunction with this Invitation to Tender issued by CUHKMC. The information contained herein is prepared to the best of our knowledge and should not be seen as binding.

Hospital at a Glance

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

CUHKMC is committed to provide innovative and patient-centered healthcare services, with package fees offered for designated inpatient and day-patient 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 Information and Communications Technology (ICT) Vision

1.1 As part of the service strategy, we aim to set up CUHKMC as a "SMART Hospital" with extensive adoption of Health ICT to support patient care and business operations, with a view to create values to patients. The objectives of the ICT-enabled services are:

a) To improve the efficiency in both clinical and business operations;

b) To enhance the quality of patient care services through adoption of ICT solutions that proactively assist doctors, nurses, and other healthcare professionals in delivering quality patient care and ensuring patient safety; and

c) To support the provision of patient-centred care through applications and services that enrich patient experiences and promote patient health.

1.2 In 2016, we conducted a consultancy study to formulate the future ICT Strategy and work plans. As part of the consultancy study, an enterprise ICT architecture framework (Figure 1) has been defined that serves as the framework to guide the realisation of the ICT Strategy. The architecture framework has the following components:

a) **Application Architecture** to provide a set of interdependent layers for system component interacting in an integrated manner to support various business and service needs;

b) **Data Integration Architecture** to translate the information requirements for operational performance, clinical audits, clinical research, and management needs from clinical and business support systems, and define what data integration components are needed in the business operation;

c) **Information Architecture** to provide data and clinical terminology standards to be adopted for data and system consistency and standardisation;

d) **System Integration Platform** to integrate different layers/components, and exchanges data among them;

e) **Security Framework** to ensure information confidentiality, integrity, and availability;

f) **Cloud Architecture** to provide the standards for the usage of cloud services;

g) **Technology Architecture and Infrastructure** to support the application, information, and system and communication architectures development.

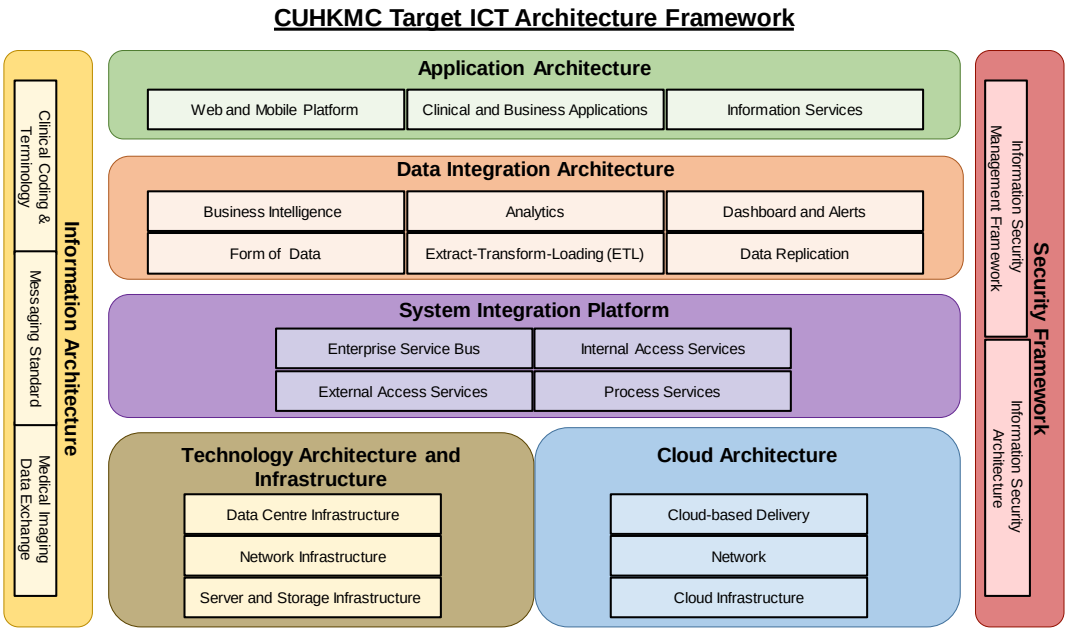

Figure 1 – Target ICT Architecture Framework for CUHKMC

1.3 We shall adopt state-of-art ICT technologies to enhance clinical outcomes of patient care and operational efficiency. Development and implementation of ICT solutions and technologies will commensurate with the phased opening of the hospital, development in services and growth in business.

2 Contract Term and Service Term

The Contract shall take effect from the award of the Contract (i.e. the date of the Letter of Acceptance) or such other commencement date of the Contract as set out in the Letter of Acceptance (the "Commencement Date"), and shall continue in force thereafter until the end of the period of five (5) years from the date of Product Acceptance (i.e. until expiry of the Maintenance Period (the "Service Term").

3 Scope of Work

3.1 CUHKMC is looking for the supply, implementation, and support of a Server Infrastructure and a Container Platform to modernise and enhance the CUHKMC Hospital Information System ("HIS"). HIS will run on such container platform. The proposed solutions must align with CUHKMC's requirements for scalability, resilience, high availability, and seamless integration with existing systems.

The Contract shall cover supply, implementation, and/or commissioning of hardware, software, and local networking, and post-Product Acceptance maintenance and support services that include, but not limited to:

a) Undertake overall project management for the supply of the Products and the provision of the Services;

b) Provide all necessary hardware, equipment, network equipment components, software, configuration, licenses, and consultancy services which comply with the functional and technical requirements;

c) Design, supply, implement, and rollout the server infrastructure and container platform for HIS in accordance with the business and workflow requirements;

d) Provide maintenance and support services to server infrastructure and container platform after Product Acceptance.

3.2 For details of the requirements on the Products, the Services, and the Deliverables, Tenderer should refer to these sections of this Part: Section 4 (Requirements and Specifications); Section 5 (Service Level Agreement), Section 6 (Acceptance Test), Section 7 (Training), Section 8 (Documentation Deliverables), and Section 10 (Timelines and Milestones).

4 Requirements and Specifications

4.1 Implementation Requirements

The Products and Services may involve hardware, software, network equipment components, licenses, and consultancy services supplied by multiple vendors. The Successful Tenderer will be the prime contractor whose major responsibilities include, but not limited to:

a) Act as the overall system integrator, responsible for the design, supply, implementation, and support of the server infrastructure and container platform for HIS within the agreed schedule and requirements.

b) Appoint a Project Manager to plan, monitor, and control project progress, ensuring timely and successful implementation.

c) Collect and analyse detailed business requirements through interviews, meetings, and workshops with stakeholders.

d) Implement the server infrastructure and container platform following CUHKMC's ICT Architecture Framework, ensuring compliance with business, performance, scalability, and security requirements.

e) Implement a cloud-native container platform supporting microservices-based workloads with DevOps CI/CD automation and seamless integration with public/private/hybrid cloud environments for HIS.

f) Configure, customize (if any), and integrate hardware, system software, and application software according to the agreed system design.

g) Conduct unit tests, system tests, integration tests, and user acceptance tests (UAT) to ensure the quality and reliability of the infrastructure and container platform.

h) Collaborate with CUHKMC's designated person* to assess and address all cybersecurity concerns.

i) Implement security controls, including, but not limited to, identity & access management, vulnerability detection, compliance enforcement, and runtime protection as required by CUHKMC.

j) Ensure compliance with the upcoming Protection of Critical Infrastructures (Computer Systems) Ordinance (Cap. 653 of the Laws of Hong Kong) and other relevant laws and regulations (collectively, "Cybersecurity Laws").

k) Address network, storage, and resilience requirements as outlined in technical specifications.

l) Ensure high availability, scalability, automation, and resilience for HIS workloads.

m) Provide a Disaster Recovery (DR) strategy, including Recovery Time Objectives (RTO) for different failure scenarios.

n) Provide a proposal on a backup and restore solution for the server infrastructure and container platform, considering integration with existing Veeam or an equivalent enterprise-grade backup system as an optional item. (Price quotation is not required in this tender.)

o) Implement and roll out the server infrastructure and container platform according to the agreed schedule, ensuring smooth transition and minimal disruption to the operations of HIS and other information systems of CUHKMC.

p) Provide detailed technical documentation, operational guides, and training with training manuals to CUHKMC users and IT teams.

q) Provide 5-year Maintenance and Support Services, covering system operations, performance monitoring, fault diagnosis, backup and recovery, security management, system and software upgrades, and enhancements, including all labour and parts, together with related support services, that meet the required service levels (with the service level agreement and details of support services set out in Section 5 of this Part).

r) Provide expertise and insight on technology innovation, enabling continuous technology refreshment to keep the solution aligned with evolving industry best practices during the term of the Contract.

Tenderer is required to propose the implementation approach and methodology for CUHKMC's consideration. Tenderer should also provide detailed description of the proposed solution including architecture design, application software, licenses, configuration, etc. Tenderer should also provide proposed implementation plan and timeline including major milestones.

* Upon commencement of the Contract, CUHKMC will appoint a designated person who will act as the counterpart for the Successful Tenderer for matters in relation to the Contract. CUHKMC will notify the Successful Tenderer in writing for any change in such designated person.

4.2 Business and Functional Requirements

To ensure that all CUHKMC's requirements are met, the table set forth in Schedule 7A outlines, among others, the general requirements and the necessary system specifications and platform features that must be provided.

Please respond to each item with YES, NO, and supplement with detailed information as required. Any alternatives or additional features should be clearly marked.

The key business and functional requirements are specified in Schedule 7A – Compliance to Requirements:

a) The proposed solution must fulfill all "Mandatory" requirements. Tenderer who fails to fulfill these requirements will result in disqualification.

   Tenderer may propose solutions that can meet the "Optional" requirements. CUHKMC reserves the right to accept these optional services / products or not.

b) Tenderer must indicate whether the proposed solution comply with the stated requirements. Tenderer is also required to provide details about how the proposed solution can meet the requirements or customisation / workaround / other details.

4.3 Architecture and Technical Requirements

Interoperability is essential to support the flow of information among systems and to improve the coherence of systems maintained by CUHKMC. The CUHKMC Target ICT Architecture Framework set out in Figure 1 above aims to define the set of architecture and technical requirements to facilitate CUHKMC systems to communicate and interoperate with other systems, both within CUHKMC and external to CUHKMC, efficiently and effectively. In addition, it promotes and fosters the adoption of open architecture to support the system implementation. By adopting these requirements, CUHKMC systems can ensure interoperability between systems while at the same time enjoy the flexibility to select different hardware, and systems and application software to implement solutions.

On the other hand, CUHKMC strongly encourages the adoption of international IT Security standards and best practices in the industry. The CUHKMC Target ICT Architecture Framework is also supporting the operation of the IT security management to oversee and steer the implementation of the IT security standards and measures for CUHKMC systems. Governing by the IT security framework, proactive steps would be taken in combating threats related to IT security and cyber attacks by continuously monitoring IT security related vulnerabilities and threats, and providing alerts in handling information security incidents and cyber attacks. Moreover, CUHKMC systems are required to implement appropriate data encryption measures to ensure data security, with access restricted to authorized personnel only.

Patients' health record in the systems amounts to personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) ("PDPO") and is protected under PDPO. In order to protect the Data Privacy of a person in relation to personal data, the CUHKMC Target ICT Architecture Framework also acts in accordance with the requirements under the Personal Data (Privacy) Ordinance when handling patients' health record in the CUHKMC systems. For different purposes and at different times, patients may be invited to provide personal data to CUHKMC on a voluntary basis. CUHKMC will specify the collection purpose and intended usage of the personal data when such information is provided and advise how to request access to or make correction of the personal data. Unless permitted or required by law, CUHKMC will not disclose the personal data to any third parties without patients' prior consent. Tenderer and other contractors that provide and/or provide services in respect of or in relation to any information system or communication system of CUHKMC

shall not access or tamper with, or allow any other person to access or tamper with, any personal data held by CUHKMC.

5 Service Level Agreement

5.1 The Purpose

Service level management aims to ensure that all operational services and performance are measured and executed consistently and professionally.

The Service Level Agreement set forth in this section 5 ("SLA") describes the service level indicators and the required service levels applicable to the provision of the Maintenance and Support Services. It will form an integral part of the Contract signed between CUHKMC and the Successful Tenderer, supplementing its clauses and conditions.

If the required service levels are not respected, CUHKMC will claim liquidated damages. The application of liquidated damages aims to ensure the proper service delivery to CUHKMC. The liquidated damages will be treated separately and cumulative for the different service level indicators as outlined in Section 5.5, and their amount will be deducted from or off-set against the Price and/or other amounts payable by CUHKMC under the Contract.

No liquidated damages are applied in the case of a situation of "Force Majeure", nor if the problem results from some wrongdoing on the part of CUHKMC or one of its representatives.

Specifically excluded from the calculations of availability and Incident Management are outages caused by:

- Situations of Force Majeure: Circumstances related to nature beyond the Successful Tenderer's reasonable control: hurricanes, earthquakes, and other natural disasters;
- Duration of essential maintenance and scheduled upgrades during scheduled maintenance windows. Such scheduled maintenance windows shall be pre-agreed by CUHKMC with not less than 7 days' prior notice to CUHKMC. CUHKMC may designate blackout periods during which no maintenance is permitted to ensure service continuity. Emergency maintenance outside these scheduled maintenance windows requires prior notification and is limited to critical fixes; and
- Wrong operation of the equipment or service, or delay introduced by CUHKMC.

This SLA will be valid during the Maintenance Period. Any material change to this SLA, adjusting target values or remedies (such as liquidated damages) requires mutual agreement by CUHKMC and the Successful Tenderer and a signed amendment.

5.2 Support Services

The Successful Tenderer must establish and maintain an organisation and process to

provide support for the server infrastructure and container platform to CUHKMC. Support services as part of the Maintenance and Support Services shall include:

a) diagnosis of problems or performance deficiencies of the server infrastructure and container platform;

b) a resolution of the incident or performance deficiencies of the server infrastructure and container platform. Support Services must contain the following parts:

Level Support: This refers to user support in incident management in writing (email, Ticket); the Successful Tenderer must process requests sent through the support mechanism at the specialist level.

Continuous Maintenance: This refers to the ongoing support of the system or platform used and the performance analysis. The service will be provided proactively or in response to CUHKMC's requests depending on the task definition. In the event of any known bottlenecks or problems, the Successful Tenderer will actively contact CUHKMC.

Continuous Improvement: The Successful Tenderer also provides constant improvement services, including improvement and further development of the system at the request of CUHKMC. The Successful Tenderer understands these services to include:

(i) Adapting, improving, and further upgrading the system and platform;
(ii) Upgrade services for newly defined needs.

Support Services shall include onsite service and support provided via service hotline / email / remote Support. The Successful Tenderer shall comply with the further requirements on Support Services as set out in Sections 5.3 to 5.5 of this Part.

5.3 Service Support Structure

During the agreed service hours, the Successful Tenderer must provide a support team with the right technical and application skills, able to communicate clearly with CUHKMC in the required languages. Contact details (email, telephone) must be provided to CUHKMC. The Successful Tenderer must also set up a ticketing system, plus monitoring and reporting tools for CUHKMC.

5.4 Support Services Time

The Successful Tenderer implements a Service Desk function (hotline & on-site) which CUHKMC users may invoke when they need assistance from the Successful Tenderer. 24/7 round the clock at the delivery of the service.

5.5 Priorities and Reaction Time

CUHKMC will issue a ticket that details the incident/ fault/ request (each a “Ticket”). Each Ticket gets assigned one of the following priority levels:

Incident Priority	Description	Business Impact
1 – Critical	- Major system(s) down - No workaround exists	- Business stopped - User Impact: All
2 – High	- Major system(s) down - Workaround exists.	- Business interrupted - User Impact: Multiple
3 – Medium	- Minor issues; workaround exists - Password changes, security changes	- Workflow interrupted - User Impact: single user
4 - Low	- Minor issues; workaround exists - Configuration changes, security changes	- Workflow inconvenienced - User Impact: single user

CUHKMC initially prioritises when creating the Ticket and may alter the priority during the processing cycle. Based on mutual agreement, the Successful Tenderer may also adjust the priority.

Service Level initial response time and required Service level for resolution:

Incident Priority	Initial Response Time after issue of Ticket	On-site Requirement	Resolution Time after issue of Ticket
1 – Critical	Within 1 hour (24x7)	On-site within 4 hours (24x7)	8 Business Hours
2 – High	4 Business Hours	As required	24 Business Hours
3 – Medium	8 Business Hours	As required	48 Business Hours
4 – Low	24 Business Hours	As required	96 Business Hours

Definitions:

- **Business Hours**: 09:00–18:00 HKT, Monday–Friday, excluding Hong Kong public holidays.
- **Non-Business Hours**: All other times.
- **Hours (24×7)**: All hours, including weekends and public holidays.

On-site service shall be provided only if the incident cannot be resolved via service hotline, email, or remote Support. For Priority 1 – Critical incidents, on-site service will follow the timeline in the table above. For Priority 2, 3, and 4 incidents, if on-site service is required, it will be arranged **on the next Working Day after the initial response is provided**, not merely after ticket issuance.

SLA Measurement:

The Initial Response Time and Resolution Time are among the SLAs used to measure the performance of the Successful Tenderer. The Successful Tenderer shall ensure that

they fully comply with the Requirements and the agreed service levels, and shall provide monthly reports containing key performance data as mutually agreed between CUHKMC and the Successful Tenderer for CUHKMC's record and inspection. CUHKMC and the Successful Tenderer shall hold meetings at agreed intervals to review the performance of the Services.

CUHKMC reserves the right to terminate the Contract if the Successful Tenderer fails to meet the Requirements and/or the agreed service levels in relation to the Maintenance and Support Services cumulatively for more than six (6) times over consecutive six (6) months. The corresponding details can be found in the "Termination" clause set out in Part III (Conditions of Contract). CUHKMC may claim liquidated damages from the Successful Tenderer in addition to exercising the termination right.

5.6 Liquidated Damages for SLA Failures

In the event that the Successful Tenderer fails to meet the service levels as defined in this SLA, CUHKMC shall be entitled to claim, and the Successful Tenderer shall pay upon demand by CUHKMC, liquidated damages as follows:

5.6.1 Delayed Incident Resolution

If the Successful Tenderer fails to resolve incidents within the timeframes specified in Section 5.5 of this Part, the following liquidated damages shall apply:

a) Priority 1 - Critical: 0.05% of the Annualised Contract Sum per hour of delay beyond the 8-Business Hour resolution time, up to a maximum of 5% of the Annualised Contract Sum per incident.

b) Priority 2 - High: 0.1% of the Annualised Contract Sum per Working Day of delay beyond the 24-Business Hour resolution time, up to a maximum of 3% of the Annualised Contract Sum per incident.

c) Priority 3 - Medium: 0.05% of the Annualised Contract Sum per Working Day of delay beyond the 48-Business Hour resolution time, up to a maximum of 2% of the Annualise Contract Sum per incident.

d) Priority 4 - Low: 0.025% of the Annualised Contract Sum per Working Day of delay beyond the 96-Business Hour resolution time, up to a maximum of 1% of the Annualised Contract Sum per incident.

For the purpose of the Contract, "Contract Sum" means the Price for the Contract, and 20% of the Contract Sum is referred to as the "Annualised Contract Sum".

5.6.2 System Availability Failures

If either the server availability or the container platform availability falls below the guaranteed uptime of 99.9% in any calendar month (excluding agreed maintenance windows), liquidated damages of 0.2% of the Annualised Contract Sum shall apply for each 0.1% that system availability falls below the guaranteed uptime, up to a maximum of 10% of the Annualised Contract Sum per month.

5.6.3 Maximum Liability

The total liquidated damages under sections 5.6.1 and 5.6.2 of this Part in any service year for Maintenance and Support Services shall not exceed 15% of the Annualised Contract Sum.

5.6.4 Claim and Payment Procedures

a) CUHKMC will notify the Successful Tenderer in writing of any SLA failure and claim for corresponding liquidated damages as soon as reasonably practicable, normally within 15 Working Days, after cessation or resolution of the incident.

b) The Successful Tenderer shall have 10 Working Days to verify and respond to the claim. Should CUHKMC do not receive any response from the Successful Tenderer within the said 10-Working-Day period, the liquidated damages amount as notified by CUHKMC shall be deemed to be final and conclusive and accepted by the Successful Tenderer, save and except that CUHKMC reserves the right to rectify any error in the liquidated damages amount claimed at any time. Any dispute on a claim for liquidated damages constitutes a Dispute which shall be resolved in accordance with Clause 14.3 of Part III (Conditions of Contract).

c) Upon acceptance or deemed acceptance of the claim amount or agreement or resolution of any dispute regarding the claim, the liquidated damages amount shall be deducted from the next invoice issued by the Successful Tenderer, save in the final year of the Maintenance Period, the Successful Tenderer shall pay all outstanding liquidated damages to CUHKMC to such bank account designated by CUHKMC in cleared funds within 30 days after the said acceptance or deemed acceptance of claim amount or the said agreement or resolution of dispute regarding the claim, as applicable.

d) If no invoice issued by the Successful Tenderer is due within 30 days, the Successful Tenderer shall issue a credit note for the liquidated damages amount to CUHKMC for set-off against the next invoice issued by the Successful Tenderer upon payment.

6 Acceptance Test

6.1 The Successful Tenderer must deliver all the Products and other Deliverables and complete successfully all acceptance testing for the implementation of the Products delivered as a solution in accordance with the provisions of the Contract to the satisfaction of CUHKMC.

6.2 Acceptance Approach

6.2.1 Acceptance is conditional upon successful completion of Technical Acceptance Tests conducted on the delivered solution in the operating environment of CUHKMC. The tests shall be witnessed by representatives of CUHKMC and documented with objective evidence, including screenshots, system and audit logs, alarm histories, performance and capacity metrics, and other test artefacts.

Acceptance sign-off shall be performed by an authorised representative of CUHKMC.

6.3 Acceptance Coverage

The Successful Tenderer shall demonstrate that the solution satisfies the following acceptance areas, at a minimum:

6.3.1 Hardware baseline and configuration verification

a) Verification of software and firmware versions (including basic input/output system and out-of-band management controller firmware).

b) Verification of overall system health status, hardware component counts and capacities, and software licensing status.

c) Verification that high availability features are enabled and correctly configured.

d) Verification that the baseboard management controller and remote management functions are configured, secured, and accessible.

6.3.2 Power redundancy

a) Demonstration that disconnecting and reconnecting one power supply unit cord per server produces no service interruption to production services delivered by the solution.

6.3.3 Network redundancy

a) Demonstration of redundancy and failover across the management network, any demilitarised zone network, the storage front-end network, and the storage back-end network.

b) In an active-active configuration, any node failure shall maintain continuous service with no noticeable interruption, while full recovery and appropriate alarm/event notifications are completed within 30 minutes.

6.3.4 Disk and storage redundancy

a) Demonstration that the solution tolerates individual disk failures within redundant array configurations by entering degraded mode, maintaining data access, and automatically rebuilding once components are restored, without data loss.

6.3.5 Stateful failover and switchback for the management plane

a) Demonstration that management services fail over between the primary and backup management nodes with minimal interruption to administrative access,

and that alarms clear automatically after normal service is restored.

b) Demonstration of controlled, operator-initiated switchback to the primary node.

6.3.6 **Cluster installation and configuration validation**

a) Verification that cluster configuration, site-to-site relationships (including any stretched cluster topology where applicable), and quorum settings are correct and reflect the agreed design.

b) Verification that failover-related configurations are active and healthy.

6.3.7 **Virtualisation and compute platform functions**

a) Full virtual machine life cycle: creation, configuration, live migration, backup and restoration, and snapshot creation and rollback.

b) High availability behaviour during host reboot, host network failure, and host storage failure.

c) Ability to detach a host from the cluster and re-add it cleanly.

d) Execution of routine cluster maintenance activities without service disruption to critical workloads.

6.3.8 **Container orchestration platform functions**

a) Multi-tenant and role-based administration with resource quotas.

b) Persistent storage functions, including persistent volumes and persistent volume claims.

c) Horizontal scaling behaviour for containerised workloads according to policy.

d) Layer-7 traffic entry to applications through supported load-balancing technologies.

e) System monitoring, alerting, and alarm history.

f) Network policy enforcement between workloads and namespaces.

g) Package and manifest management for containerised applications.

h) Cluster-level backup and restoration procedures.

i) Storage class management for dynamic provisioning.

j) Cloud topology and dependency visualisation for observability.

k) Baseline configuration and compliance checks.

6.3.9 **Observability and logging continuity**

a) Real-time and historical log collection across the platform and workloads, with evidence that logging persists during failover and recovery, and that multi-replica logging remains intact.

6.3.10 **Security and operational resilience**

a) Role-based access control configuration and verification of least-privilege assignments.

b) Secret management for workloads and platform components.

c) Configuration and verification of policies that maintain minimum application availability during maintenance and failure scenarios (for example, disruption budgets or their equivalent).

d) Enforcement of security and network controls during simulated failure conditions.

6.3.11 **Performance and load behaviour**

a) Execution of an input/output workload representative of random read and write operations with an eight-kilobyte block size and an approximately fifty-percent read ratio (or another profile agreed with CUHKMC).

b) Demonstration that the solution meets the agreed performance baseline, with only controlled and transparent degradation under component failure scenarios.

6.3.12 **External platform workload migration**

a) Visibility of workloads running on an external virtualisation platform and successful migration of selected workloads into the delivered platform, in accordance with the agreed migration approach.

6.3.13 **Disaster recovery readiness**

a) Demonstration that the delivered solution can meet the Recovery Time Objective as stated in the Tenderer's proposal, through documented procedures and a controlled test (for example, a planned failover exercise).

6.4 Detailed Procedures and Evidence

6.4.1 The Successful Tenderer shall prepare a vendor-neutral Acceptance Test Plan that includes at least the acceptance coverage set out in section 6.3 of this Part for review and approval by CUHKMC prior to testing. The plan shall expand each acceptance area into test objectives, pre-requisites, step-by-step procedures, expected results, and evidence to be collected.

6.4.2 The Acceptance Test Plan shall not reference any marketing materials of the

Successful Tenderer and shall remain the property of CUHKMC.

6.4.3 Where solution components differ from the testing examples included in this Invitation to Tender, the Successful Tenderer shall propose equivalent tests that validate the same outcomes and controls.

6.5 **Acceptance Criteria**

6.5.1 Acceptance is achieved when all mandatory Technical Acceptance Test items in the approved Acceptance Test Plan have passed and formally signed off by CUHKMC. Any deviations shall be recorded with agreed remedial actions, owners, and target completion dates. Where an item is conditionally accepted, the Successful Tenderer shall complete the remedial actions within the time frame specified by CUHKMC.

7 Training

7.1 The Tenderer shall provide information on the training to be offered by completing Schedule 10 – Training. The following summary information of each course should be provided:

a) Course title;

b) Duration of course;

c) Location of course;

d) Format of training.

7.2 Details for each course covering the following shall be provided;

a) Content of course;

b) Type of target trainee;

c) Approximate number of trainees per class;

d) Frequency of classes to be organised;

e) Training facilities provided.

7.3 The Tenderer should describe in Schedule 10 – Training its training resources and facilities, including the structure of its local and overseas training centres, and the type of training offered by these centres.

7.4 The training should be conducted regularly or when requested by CUHKMC.

7.5 All training shall be provided **free of charge**.

8 Documentation Deliverables

8.1 The Successful Supplier shall deliver the following:

a) comprehensive documentation on all components, and configurations and implementation in respect of the Products and Services, including, but not limited to:

- Design, installation, configuration, implementation, and roll out of the server, the container platform, and the local network component
- Acceptance test plan and results
- Failover and disaster recovery procedures, test plans, and test execution reports
- Advice on compliance with Cybersecurity Laws
- Security structure, security controls, security measures implemented to facilitate monitoring and compliance reporting

b) operation and maintenance manuals

(i) If applicable, all photocopies of operation and maintenance manuals of the Products shall be properly bound, stamped, and certified as true copies of the original by the Successful Tenderer.

(ii) Should any original manufacturer products (hardware, software, or otherwise) be provided under the Contract, at the time of delivery of such Products, the Tenderer should provide the manufacturer's original operation and maintenance manuals in English or in Chinese with the Products ordered:

(iii) The Successful Tenderer is required to submit the documentation in form of softcopy in addition to the hardcopies as required under this paragraph b.

c) Licences of all third-party software provided by Successful Tenderer

d) Knowledge transfer sessions and training materials

9 Quotation for Post-Maintenance Period Maintenance and Support Services

9.1 Tenderers shall provide quotation for annual fee for the provision of maintenance and support services during the 6th year to the 10th year after Product Acceptance (i.e. after expiry of the Maintenance Period) in respect of all components of the solution implemented under the Contract, having the same scope of services as the Maintenance and Support Services, which is inclusive of, but not limited to:.

(a) Preventive and corrective maintenance with on-site support;
(b) Spare parts, labour, diagnostics and remote support;
(c) Firmware/OS/security patch updates applicable to the supplied products;
(d) 24×7 hotline, incident logging and escalation; and
(e) Periodic health checks and performance reviews.

9.2 Tenderers shall submit the above fee quotation in the Schedule of Prices and include a breakdown by subsystem. The said quotation will not be included in the assessment of Price Proposal but failure to provide such quotation will render the Tender non-compliant for evaluation.

10 Timelines and Milestones

10.1 Tenderer shall propose a detailed project work plan with key milestones and timelines

as part of the Tender.

10.2 Time shall be of the essence with respect to the supply of the Products, the provision of the Services, and performance of work under the Contract.

11 Other Information

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

12 Demonstration

12.1 The demonstration will be set up and conducted by the Tenderer, using the Tenderer's own equipment at its own costs and risk.

12.2 The Tenderer may be required to work outside normal office hours during the demonstration period.

12.3 The Tenderer shall be responsible for all costs of the demonstration.

12.4 If the Tenderer is selected to perform demonstration of the proposed solution, it shall be informed of the schedule of the demonstration in due course of no less than 2 calendar weeks in advance. It shall then conduct and complete the demonstration within the period specified by CUHKMC.

12.5 If the Tenderer fails to demonstrate the requested requirements or fails to complete the demonstration within the period specified by CUHKMC, its Tender will be disqualified.

13 Submission of Tender

13.1 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 17 – Price and all supplementing quotations.

(ii) Price Proposal – contains Schedule 17 – Price and all supplementing quotations.

(Note: Tender reference number; Description and Closing Date shall be marked on the envelopes for easy identification. Details please refer to Clause 17 of Part II.)

b) CUHKMC will complete the technical assessment first by evaluating the Technical Proposals of the Tenders according to the Requirements and Specification and Demonstration (if required). The Price Proposals of those Tenders which can pass technical assessment will then be evaluated.

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

a) **Part IV – Offer to be Bound**;

b) **Schedule 1 – Company / Organisation Profile**: including organisation charts, professional qualifications of staff, size, years of operation, past and present clients, range and scope of services, and financial background. If the Tenderer wishes to fulfill its obligations under the Contract through subcontracting or partnership with third parties, details including name of the subcontracting or partnership organisations or entities and responsibilities should be stated;

c) **Schedule 2 – Understanding of the Scope of Work:** A brief description of the Tenderer's understanding of the scope of work required and the extent of assistance required from CUHKMC. The proposal shall include quality management structure and assurance system/plan and compliance to the SLA;

d) **Schedule 3A – Compliance to Requirements (Implementation Requirements)**: Tenderer should provide details of the proposed solution's compliance to the requirements in accordance with Section 4.1 (Implementation Requirements) of this Part;

Schedule 3B – Implementation Details: Solution descriptions, implementation approach and methodology to be used;

e) **Schedule 4 – Implementation Team and Maintenance and Support Team**: The names, qualification, relevant experience, language proficiency, percentage of his/her time allocated to this project, and the place of residence of persons nominated to undertake the Contract;

f) **Schedule 5 – Implementation Timetable**: Proposed project work plan with key milestones and timelines;

g) **Schedule 6 – Software**: Proposed list of mandatory and optional application software, custom programmes, system software, software tools for this Service;

h) **Schedule 7A – Compliance to Requirements (Business and Functional Requirements)**: Tenderer should provide details of the proposed solution's compliance to the requirements in accordance with Section 4.2 (Business and Functional Requirements) of this Part;

Schedule 7B - Compliance to Requirements (Architecture and Technical Requirements): Tenderer should provide details of the proposed solution's compliance to the requirements in accordance with Section 4.3 (Architecture and Technical Requirements) of this Part;

i) **Schedule 8A – Compliance to Service Level Agreement**: Tenderer should provide details of the compliance to the requirements in accordance with Section 5 (Service Level Agreement) of this Part;

j) **Schedule 8B – Compliance to Requirements (Acceptance Test)**: Tenderer should provide details of the compliance to the requirements in accordance with Section 6 (Acceptance Test) of this Part;

k) **Schedule 8C – Compliance to Requirements (Documentation Deliverables):**

Tenderer should provide details of the compliance to the requirements in accordance with Section 8 (Documentation Deliverables) of this Part;

l) **Schedule 9 – Hardware**: Proposed list of mandatory and optional hardware to be used for this Service;

m) **Schedule 10 – Training**: List of training courses to be offered in accordance with Section 7 (Training) of this Part;

n) **Schedule 11 – Experience and Job Reference**: Description of similar engagements previously undertaken within the recent 3 years, particularly in large healthcare organisations and/or hospital systems;

o) **Schedule 12 – Services to be provided by CUHKMC**: The services to be provided by CUHKMC to facilitate preparation of the work and Deliverables;

p) **Schedule 13A – Compliance to CUHKMC IT Security Requirements**

q) **Schedule 13B - IT Security Assessment Form**

r) **Schedule 14 – Consent to Disclosure**: Complete and sign with witness;

s) **Schedule 15 – Non-Collusion Certificate**;

t) **Schedule 16 – Personal Data (Privacy) (Amendment) Ordinance**; and

u) **Schedule 17 – Price**: The fixed fee including breakdown of relevant prices or fees and discounts for all the proposed software, custom programmes, hardware, training, services and other charges.

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

14 Payment Terms

The Price shall be invoiced in accordance with the payment schedule set out below:

Payment Milestones	**Percentage of Price (or Contract Sum)**
Upon contract award by CUHKMC	10%
Upon Product Acceptance (Section 6 of Tender Brief; sign-off by CUHKMC)	10%
On the expiry of the 1st year after Product Acceptance	20%
On the expiry of the 2nd year after Product Acceptance	20%
On the expiry of the 3rd year after Product Acceptance	20%
On the expiry of the 4th year after Product Acceptance	20%

The Successful Tenderer shall issue invoice in accordance with the relevant payment milestone after fulfillment of the relevant criterion/criteria.

Payment will be made within 30 clear Working Days from the date of receipt of invoice, subject to satisfaction of the criterion or all the criteria in respect of the relevant payment milestones, which may include acceptance of the relevant Products and/or

Services within the meaning of clause 2D of Part III.

15 Selection Criteria

15.1 Mandatory Requirements Assessment

Full compliance with the mandatory requirements as stipulated in Section 4.1 (Implementation Requirements), Section 4.2 (Business and Functional Requirements), Section 4.3 (Architecture and Technical Requirements), Section 5 (Service Level Agreement), Section 6 (Acceptance Test), Section 8 (Documentation Deliverables) of this Part, and the CUHKMC IT Security Requirements (as defined in Schedule 13A) and completion of the relevant IT Security Assessment Form, which have been referred to or set forth in Schedules 3A, 3B, 7A, 7B, 8A, 8B, 8C, 13A, and 13B, are required. Tenderer should confirm compliance and/or provide the compliance details in Schedules 3A, 3B, 7A, 7B, 8A, 8B, 8C, 13A, and 13B respectively. Tender proposals will not be considered further if the mandatory requirements cannot be fully satisfied.

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

Selection Criteria	Weighting
Technical Assessment	**60%**
(a) Quality of Work Plan including company/organisation profile (which also include information on financial background), understanding of scope of work, implementation timetable (project work plan with key milestones and timelines), methodology, approaches, products (hardware and software), ranges and depth of services, training, resources allocated, and environmental sustainability practices to the Contract/assignment. Quality management structure and assurance system/plan. SLAs more stringent than those set out in the Tender Brief. Compliance level of IT Security Assessment Form.	30%
(b) Qualifications, relevant experience, and time commitment of the implementation team and maintenance and support team to undertake the Contract/assignment. Local Support Services team.	20%
(c) Proven experience in and track record on the supply of the Products and provision of the Services or similar assignments for healthcare organisations in Hong Kong and/or overseas. Summaries of relevant assignments conducted should be provided (e.g. list of clientele, client's assessment/ feedback).	10%
Price Assessment	**40%**

15.3 Technical Assessment

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

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

Any offer which has a weighted technical assessment score less than 30 marks will be considered disqualified and shall not proceed to Price Assessment.

15.4 Price Assessment

The weighted price assessment score is calculated as follows:

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

15.5 The offer obtained the highest combined score, i.e. weighted technical assessment score plus weighted price assessment score, would be recommended for acceptance.

PART VII

SCHEDULE OF SUBMISSIONS

Schedule 1: Company/Organisation Profile

Tenderers must provide information including organisation charts, professional qualifications of staff, size, years of operation, past and present clients, range and scope of services, and financial background*. If the Tenderer wishes to fulfill its obligations under the Contract through subcontracting or partnership with third parties, details including name of the subcontracting or partnership organisations or entities and responsibilities should be stated.

* Tenderers must provide audited financial statements for the past three financial years. The latest audited financial statements shall be for a financial period ending no more than eighteen (18) months before the tender submission date. The financial statements shall be prepared on the same basis for each year in accordance with accounting standards generally accepted in Hong Kong Special Administrative Region, and the disclosure requirements of the Companies Ordinance (Chapter 622 of Hong Kong Laws) for companies incorporated in Hong Kong (or, where applicable, prepared according to the accounting standards and (if applicable) company law as stipulated by the applicable governmental or regulatory body of the Tenderer's corporate domicile).

Failure to provide the audited financial statements for the past three years, the tender proposal will not be further considered.

Person Authorised to Sign Tender

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

Schedule 2 – Understanding of the Scope of Work

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 3A – Compliance to Requirements (Implementation Requirements)

All requirements listed in Section 4.1 (Implementation Requirements) of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the Products and Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document:

☐ will comply with Section 4.1 (Implementation Requirements) of Part VI (Tender Brief).

Person Authorised to Sign Tender

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

Schedule 3B – Implementation Details

Tenderer should provide the solution descriptions, implementation approach and methodology to be used.

Person Authorised to Sign Tender

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

Schedule 4 – Implementation Team and Maintenance and Support Team

Person Authorised to Sign Tender

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

Schedule 5 – Implementation Timetable

Person Authorised to Sign Tender

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

Schedule 6 – Software

1. Mandatory Software

Item No.	Product No.	Version No.	Product Name / Description

2. Optional Software

Item No.	Product No.	Version No.	Product Name / Description

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

_____ _____

Telephone: Email:

_____ _____

Authorised Signature: Date:

_____ _____

Schedule 6 – Software (Continued)

3. Mandatory Custom Programmes

Item No.	Product No.	Version No.	Product Name / Description

4. Optional Custom Programmes

Item No.	Product No.	Version No.	Product Name / Description

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

Schedule 7A – Compliance to Requirements (Business and Functional Requirements)

All references to "supplier" or "vendor" in this Schedule 7 are references to "Tenderer" or "Successful Tenderer", as appropriate.

The requirements listed in below table are either marked as mandatory or optional. Tenderers are required to comply with all mandatory requirements as outlined in the table. Tenderers must indicate the extent of compliance of their proposals point by point. If a Tenderer indicates non-compliance with, any disagreement with, or propose deviations from the mandatory requirements, its tender proposal will not be considered and will not be proceeded to price assessment.

"**Shall support**" indicates that the proposed solution must have the technical capability or feature built into the Products, but CUHKMC does not expect additional professional services or implementation effort specifically for this capability beyond standard setup. The vendor must demonstrate that the capability exists in their solution.

"**Shall provide**" indicates that the vendor must deliver this capability as part of their proposal, which may include implementation, configuration, and ensuring the feature is operational at handover. This may require professional services or additional implementation effort as part of the project scope.

Person Authorised to Sign Tender

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

1. General

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.1	All operating system subscriptions, hardware, and software licenses provided as part of the solution shall be valid for a minimum period of five (5) years, matching the duration of the Maintenance and Support Services. Payment schedule that includes annual payments align with a 5-year comprehensive 24x7 maintenance and support model, which shall include all required labour and replacement parts.	M		
1.2	The solution shall include 170 enterprise Linux subscriptions with Official, Premium (24x7) support. These subscriptions must be suitable for both virtualisation and container workloads. Acceptable options include Red Hat Enterprise Linux, SUSE Linux Enterprise Server, or Ubuntu Pro, provided they include equivalent 24x7 enterprise support services and are fully compatible with all proposed container platform components. Community or open-source-only distributions without official enterprise support are not permitted.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.3	The solution shall include 25 licenses for Microsoft Windows Server 2022 or later, each with active Software Assurance (SA) coverage for the entire contract period.	M		
1.4	The solution shall support integration with enterprise authentication systems and identity providers—including LDAP, Active Directory, SAML, and OAuth protocols—to provide centralized authentication, authorisation, and single sign-on capabilities across all platform components and integrated services.	M		
1.5	The solution shall provide comprehensive audit logging for all administrative actions, capturing detailed records of user activities, configuration changes, and access events to support security monitoring, compliance, and forensic analysis.	M		
1.6	The solution shall support API-based integration capabilities to enable seamless interoperability with third-party systems, facilitating automation, data exchange, and extended functionality.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.7	The solution shall support integration with existing monitoring and management tools using industry-standard protocols such as SNMP, and provide extensibility through custom scripting capabilities to accommodate specialised monitoring requirements, enabling unified and comprehensive operational oversight.	M		
1.8	The solution shall have the capability to integrate with public cloud providers, enabling hybrid cloud deployment scenarios that support workload portability, unified management, and seamless interoperability between on-premises and cloud environments.	M		
1.9	The solution shall provide automation APIs for infrastructure provisioning and management, enabling programmatic control and orchestration to support scalable, repeatable, and efficient operations.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.10	The vendor shall provide comprehensive implementation services encompassing solution design, installation, configuration, and testing to ensure a fully operational and validated deployment aligned with project requirements.	M		
1.11	The vendor shall provide comprehensive documentation for all implemented components, including design specifications, configuration details, operational procedures, and maintenance guidelines to facilitate effective system management and knowledge transfer.	M		
1.12	The vendor shall provide comprehensive knowledge transfer and training programs for CUHKMC staff, covering all implemented components, operational procedures, troubleshooting, and maintenance to ensure effective and autonomous system management.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.13	The vendor shall provide 24x7 technical support in accordance with the pre-defined service level agreements (SLAs) in the Tender Brief or more stringent SLAs, ensuring timely response, issue resolution, and continuous availability of support services throughout the contract period. CUHKMC reserves the right to directly open support cases with the relevant vendor at any time during the contract period.	M		
1.14	The vendor shall provide regular maintenance, including preventive and corrective updates, patches, and upgrades for all solution components to ensure optimal performance, security, and compliance throughout the contract period.	M		
1.15	The vendor shall assign a dedicated project manager responsible for the end-to-end implementation of the solution, including planning, coordination, communication, and timely delivery in accordance with the project scope and agreed time schedule.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.16	The vendor shall develop and provide a detailed project plan that includes clearly defined milestones, deliverables, and timelines to ensure effective tracking and management of all implementation activities.	M		
1.17	The vendor shall conduct an annual comprehensive health check of the implemented solution and provide detailed recommendations for performance optimization, capacity planning, and overall system improvement.	M		
1.18	The solution shall include all necessary cabling and connectivity components required for complete installation and operation within both the primary and secondary data centers. This includes, but not limited to, power cables, network cables, interconnect cables, transceivers (GBICs/SFPs/QSFPs), fiber optic cables, patch panels, and any other components necessary to ensure full and proper system implementation.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.19	All network cabling shall be clearly labeled, color-coded in accordance with CUHKMC standards, and organised using appropriate cable management systems to ensure ease of identification, maintenance, and operational reliability.	M		
1.20	The solution shall include detailed cable mapping and physical network diagrams as part of the comprehensive system documentation, facilitating effective maintenance, troubleshooting, and future expansion.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.21	The supplier shall work collaboratively with CUHKMC IT department and any appointed security consultants to support CUHKMC's compliance with Hong Kong's Protection of Critical Infrastructures (Computer Systems) Ordinance (Cap. 653 of the Laws of Hong Kong). This collaboration may include providing necessary information and reasonable assistance for security baseline implementation, vulnerability remediation, incident response planning, data protection measures, and security monitoring as required by CUHKMC. The supplier shall make reasonable efforts to address security-related requests and provide relevant documentation to facilitate CUHKMC's compliance efforts throughout the contract period.	M		
1.22	The solution shall support and comply with all requirements described in "CUHKMC IT Security Requirements". Suppliers shall review the document thoroughly, and then fill out the "Security Requirements Compliance Table" near the end of the document accordingly for submission of proposal.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

2. Server Infrastructure

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.1	The solution shall provide hyperconverged infrastructure (HCI) capable of running both virtual machines and container workloads.	M		
2.2	The solution shall provide a minimum of N+2 redundancy for both Production (PROD) and Non-Production (NON-PROD) server nodes to guarantee high availability and full disaster recovery (DR) capability. The architecture must support active deployment of both PROD and NON-PROD environments across two physically separated CUHKMC data centers, utilising the provided 40Gbps dedicated bandwidth with inter-site latency not exceeding 5 milliseconds.	M		
2.3	The solution shall provide the following minimum resources for the Non-Production (NON-PROD) environment: 1,401 virtual CPUs (vCPUs), 5,460 GB of memory, and 73 TiB of usable storage capacity. The stated storage capacity must be achieved without reliance on data reduction, deduplication, or compression technologies.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.4	The solution shall provide the following minimum resources for the Production (PROD) environment: 2,673 virtual CPUs (vCPUs), 10,038 GB of memory, and 155 TiB of usable storage capacity. The stated storage capacity must be achieved without reliance on data reduction, deduplication, or compression technologies. The specified resource figures for the PROD environment shall include sufficient capacity to operate two independent instances of the Hospital Information System (HIS), one at the Primary Data Center and one at the Secondary Data Center.	M		
2.5	The solution shall utilise CPUs with a minimum specification of Intel Xeon 5th Generation or equivalent, with a base frequency of 2.0 GHz or higher. All memory deployed shall meet or exceed DDR5-5600 specifications. These requirements are intended to ensure long-term viability, performance, and supportability of the platform.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.6	The solution shall support CPU overcommitment with a minimum ratio of 1:4 (one physical CPU core to four virtual CPUs) to optimize resource utilisation without compromising system performance or stability.	M		
2.7	The solution shall implement robust storage redundancy mechanisms—such as RAID, erasure coding, or distributed storage architecture—to ensure data protection and prevent loss in the event of hardware failure or other disruptions.	M		
2.8	The solution shall provide an integrated storage platform that is fully optimised to support both virtual machine (VM) workloads and container-based persistent volumes, ensuring consistent performance and compatibility across all deployment models.	M		
2.9	The solution's infrastructure shall support synchronous data replication between the primary and secondary data centers to ensure zero or minimal data loss in the event of a failover.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.10	The solution shall support non-disruptive hardware and infrastructure firmware or software upgrades, including rolling updates for all infrastructure components, ensuring that no service interruption occurs during maintenance or upgrade activities.	M		
2.11	The solution shall provide dedicated management interfaces to enable secure out-of-band (OOB) management of all infrastructure components.	M		
2.12	The solution shall provide a unified management console for centralised administration and monitoring of all infrastructure operations.	M		
2.13	The solution should support automated expansion and contraction of compute nodes to dynamically accommodate changing workload requirements, minimising manual intervention and operational downtime.	M		
2.14	The solution should support all-NVMe flash storage configurations to ensure optimal performance for both current and future workloads.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.15	The solution should support seamless integration with public cloud providers to enable hybrid cloud deployment scenarios and future scalability.	M		
2.16	The solution shall support industry-standard operating systems for both virtualisation and container workloads, ensuring broad compatibility and long-term supportability.	M		
2.17	The solution shall ensure that all server-to-switch network interfaces are fully redundant, with each server connected via a minimum of dual 25GE links for every type of critical traffic. At a minimum, separate redundant dual-link 25GE connections shall be provided for cluster management, production network 1, production network 2, and storage network traffic, to guarantee high availability, fault tolerance, and bandwidth assurance for each traffic type.	M		
2.18	The solution must deliver minimum 1 million IOPS at 4K IO size with 70:30 read/write ratio to ensure optimal performance for mission-critical healthcare applications.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.19	The storage architecture shall support non-disruptive scalability from 3 to 256 nodes and implement distributed self-healing and self-rebalancing capabilities to maintain data integrity and availability during component failures or system changes.	M		
2.20	The solution shall support storage secure snapshots for data protection against cyberattacks, enabling recovery options for all critical workloads.	M		
2.21	The solution shall provide VM and container workloads relocation capability from Hospital Data Centre (HDC) to Secondary Data Centre (SDC) to ensure business continuity in the event of primary site failure.	M		
2.22	The solution shall provide cross-data center resilience for all production environments, enabling automatic failover capabilities in case of site-level outages to ensure business continuity.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.23	The solution shall support individual VM restore capability to the Secondary Data Centre (SDC) with minimal manual intervention, facilitating granular recovery options during disaster recovery scenarios.	M		
2.24	The solution shall support non-disruptive disaster recovery testing to validate recovery procedures without impacting production operations, ensuring DR readiness and compliance with business continuity requirements.	M		
2.25	The solution shall provide real-time performance monitoring with customisable dashboards for infrastructure components, enabling visualization of system metrics through an intuitive interface for proactive management.	M		
2.26	The solution shall provide alerting capabilities based on predefined thresholds and anomaly detection for infrastructure components to enable early identification and resolution of performance issues.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.27	The solution shall provide performance analytics and optimisation recommendations for infrastructure resources to ensure ongoing system efficiency and guide capacity planning decisions.	M		
2.28	The solution shall support multi-factor authentication for administrative access to all management interfaces and critical system components.	M		
2.29	The solution shall support comprehensive storage encryption capabilities for data at rest, including hardware-level and software-level encryption options with centralised key management integration.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

_____ _____

Telephone: Email:

_____ _____

Authorised Signature: Date:

_____ _____

3. Container Platform

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.1	The container platform (the "platform") shall be cloud-native and fully based on recognised industry standards, ensuring interoperability, scalability, and future-proofing of the overall solution.	M		
3.2	The platform shall support multi-cluster management through a unified control plane, enabling centralised administration, monitoring, and policy enforcement across all managed clusters.	M		
3.3	The platform shall provide built-in high availability for all platform components, ensuring continuous operation and minimising service disruption in the event of component failures.	M		
3.4	The platform shall support role-based access control (RBAC) to enable administrative segregation, allowing for the definition and enforcement of granular permissions and roles for users and groups.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.5	The platform shall provide an integrated container image registry with automated vulnerability and anti-malware scanning capabilities. The platform must ensure that all container images—whether stored or in use—are continuously and automatically analysed for known vulnerabilities and malware both prior to deployment and throughout the image lifecycle. The platform shall also support policy enforcement based on scan results, enabling administrators to define and enforce security policies that prevent the use or deployment of non-compliant, vulnerable, or malicious images. All features must be fully integrated with the container orchestration environment to provide end-to-end image security management.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.6	The platform shall provide a comprehensive Continuous Integration and Continuous Deployment (CI/CD) pipeline management system that supports seamless integration with external CI/CD tools, code repositories, and pipeline orchestration platforms through standardised APIs. The solution must enable fully automated application build, testing, deployment workflows, and infrastructure provisioning—whether through native capabilities or integration with third-party platforms. This includes automated testing integrated within the CI/CD pipeline to ensure quality assurance. The platform shall facilitate end-to-end automation, continuous quality validation, and accelerated application delivery, supporting infrastructure as code and configuration management practices.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.7	The platform shall provide persistent volume support for stateful applications, including the ability to define and manage storage classes to meet varying performance and availability requirements.	M		
3.8	The platform shall support dynamic scaling of container workloads based on real-time resource utilization metrics, ensuring optimal performance and efficient use of infrastructure resources.	M		
3.9	The platform shall provide integrated service mesh capabilities to facilitate secure, reliable, and observable communication between microservices.	M		
3.10	The platform shall support ingress traffic management with integrated load balancing capabilities to efficiently distribute incoming requests across containerised services.	M		
3.11	The platform shall provide a comprehensive monitoring solution for container workloads, offering real-time visibility into CPU, memory, storage, and network metrics to facilitate proactive management and troubleshooting.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / / Optional (O)	Compliance (Y/N)	Remarks
3.12	The platform shall provide container-specific logging capabilities, including collection and centralised management of pod logs, cluster events, and application-level logs, with advanced filtering and search functions to support efficient troubleshooting of container workloads.	M		
3.13	The platform shall provide container-specific alerting capabilities for container states, pod health, deployment status, and resource utilisation, with configurable notification channels to ensure timely and actionable notifications for administrators.	M		
3.14	The platform shall include vulnerability scanning for container images.	M		
3.15	The platform shall support network policy enforcement for container-to-container communication, allowing administrators to define, implement, and manage fine-grained security controls and traffic segmentation between containers within the Kubernetes environment.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.16	The platform shall support rolling updates and rollbacks for application deployments, enabling controlled, zero-downtime upgrades and the ability to revert to previous application versions in case of deployment issues.	M		
3.17	The platform shall provide a web-based dashboard for operational management, enabling administrators to monitor, configure, and manage all platform resources and workloads through an intuitive graphical user interface.	M		
3.18	The platform shall support API-based automation for all management operations, providing comprehensive, standards-based RESTful APIs to enable integration with external systems and automation of administrative tasks.	M		
3.19	The platform shall provide automated health checks and self-healing capabilities for applications, enabling the system to detect failures and automatically recover or restart affected components to maintain application availability.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.20	The platform shall support GitOps-based deployment models, enabling declarative configuration management and automated, continuous synchronization between Git repositories and the running state of applications and infrastructure. This shall ensure version-controlled, consistent, and auditable deployments across all environments.	M		
3.21	The platform should support canary and blue/green deployment strategies, enabling controlled rollout and rapid rollback of application updates to minimise risk and service disruption.	M		
3.22	The platform should support cost monitoring capabilities and optimisation recommendations, enabling administrators to track resource usage, analyze expenditure, and implement cost-saving measures across the environment.	M		

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Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.23	The platform shall support a comprehensive CI/CD pipeline management system that supports code repositories integration, automated builds, testing, and deployment workflows.	M		
3.24	The platform shall support GitOps-based continuous deployment with automated synchronisation between Git repositories and cluster states.	M		
3.25	The platform shall support integration with artifact repositories for both container images and Helm charts, enabling automated retrieval, management, and deployment of packaged application components.	M		
3.26	The platform shall support declarative configuration management for both applications and infrastructure components, enabling automated, version-controlled, and consistent provisioning and maintenance through the use of standardised configuration files.	M		
3.27	The platform shall provide automated testing capabilities integrated with the CI/CD pipeline.	M		

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Telephone: Email:

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.28	The platform shall support both automatic and scheduled etcd snapshots, enabling regular backup and rapid restoration of critical cluster state data as part of standard operational procedures.	M		
3.29	The platform shall support both automatic and scheduled backups of Kubernetes cluster versions and configuration data, ensuring reliable recovery and rollback capabilities in the event of configuration errors or failures.	M		
3.30	The solution shall support restoration of clusters to any saved snapshot using either a graphical user interface (UI) or command-line interface (CLI), enabling flexible and efficient recovery operations as required.	M		
3.31	The platform shall provide software-defined networking (SDN) capabilities for container environments, enabling centralised management, dynamic network provisioning, and secure, policy-based isolation and micro-segmentation of container network traffic at the infrastructure level.	M		

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.32	The platform shall support integration with external storage replication through Kubernetes CSI for disaster recovery between the primary and secondary data centers, enabling consistent application data recovery.	M		
3.33	The platform shall provide container workloads relocation capability from Primary Data Centre (PDC) to Secondary Data Centre (SDC) to ensure application availability during disaster recovery scenarios.	M		
3.34	The platform shall support automatic correlation of logs, traces, and metrics within the Kubernetes environment to facilitate efficient troubleshooting of complex application issues across distributed services.	M		
3.35	The platform shall support custom monitoring metrics and dashboards specific to containerised applications, enabling teams to monitor application-specific performance indicators beyond standard infrastructure metrics.	M		

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.36	The solution shall support baseline security compliance scanning and provide security posture assessment with remediation recommendations to ensure ongoing adherence to security standards and best practices.	M		
3.37	The solution shall support hybrid cloud deployment scenarios, including workload portability between on-premises infrastructure and major public cloud platforms to facilitate disaster recovery, capacity expansion, and future cloud migration strategies.	M		
3.38	The solution shall provide comprehensive container security, including runtime protection with process and file system level controls to detect and prevent unauthorised activities within container environments.	M		
3.39	The solution shall detect and prevent container escape attempts and other privilege escalation techniques through continuous monitoring and enforcement of security boundaries.	M		

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Telephone: Email:

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.40	The solution shall provide network micro-segmentation for container-to-container traffic, enabling granular security controls at the application layer.	M		
3.41	The solution shall provide deep packet inspection for container network traffic to detect and prevent threats.	M		
3.42	The solution shall provide behavioral monitoring to detect anomalous container activity based on learned patterns, enabling proactive threat identification.	M		
3.43	The solution shall provide secrets management capabilities for secure credential storage, rotation, and distribution across the container environment.	M		

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Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

4. Network and Load Balancer

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.1	The solution shall provide dedicated, integrated load balancing capabilities specifically designed for container services and the platform's workloads, ensuring efficient distribution of network traffic and high availability for containerised applications. The load balancer must support automatic failover across both data centers and deliver a minimum throughput of 10 Gbps to guarantee resilient and high-performance service delivery. In addition, the load balancer shall support the creation and operation of at least five (5) virtual instances, enabling logical separation and independent management of multiple application environments or services on a single physical platform.	M		

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Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.2	The solution shall provide 25GE interfaces for server connectivity and 10GE interfaces for connecting to load balancers, except for outbound management ports. CUHKMC will supply either 8×10GE or 2×40GE uplink interfaces at each data center for connectivity to the solution's network switches. No additional network interfaces will be provided by CUHKMC for interconnecting new servers or load balancers within the solution. All network components provided as part of the solution shall be equipped with dual power supplies and configured for full redundancy, ensuring continuous operation and eliminating any single point of failure.	M		
4.3	The solution shall support standard networking protocols for seamless integration with the existing network infrastructure, including but not limited to Multiple Spanning Tree Protocol (MSTP) and Virtual Router Redundancy Protocol (VRRP).	M		

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Authorised Signature: Date:

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.4	The solution shall support network traffic separation and advanced Quality of Service (QoS) features for different types of workloads—including management, storage, and application traffic. These capabilities must enable prioritisation of critical traffic, optimisation of bandwidth utilization, and assurance of predictable and reliable network performance across all workload types.	M		

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.5	The solution shall include enterprise-grade load balancers meeting the following minimum specifications: • Support for Layer 4 through Layer 7 (L4–L7) load balancing capabilities • SSL/TLS offloading to optimise secure traffic handling • Application acceleration features to enhance performance • Support for a minimum throughput of 10 Gbps • High availability configuration to ensure continuous service availability • Capability to handle a minimum of 100,000 new connections per second (CPS) under typical HTTPS and Layer 7 traffic conditions, with adequate overhead to accommodate traffic bursts and future growth.	M		

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ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.6	The load balancers shall support multiple load balancing algorithms, including but not limited to round-robin, least connections, and weighted distribution, to provide flexible and efficient traffic management.	M		
4.7	The load balancers shall provide detailed health checking capabilities with customisable parameters, enabling proactive detection and automatic removal of unhealthy backend servers to maintain optimal application availability and performance.	M		
4.8	The load balancers shall support multiple virtual IP (VIP) configurations and traffic segmentation capabilities. Additionally, the load balancer shall function as the gateway for designated subnets, providing redundant gateway services across both the Primary Data Center (PDC) and Secondary Data Center (SDC) to ensure continuous network availability and fault tolerance.	M		

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5. Backup Systems (Optional)

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
5.1	The vendor may optionally propose a comprehensive backup solution (the "optional backup solution") covering both virtual machine (VM) and container-based workloads, featuring centralised management capabilities to streamline backup operations and ensure data protection across the environment.	O		
5.2	The optional backup solution should support incremental-forever backup methodology, point-in-time recovery, deduplication, and compression technologies to minimise storage consumption and optimize backup efficiency.	O		
5.3	The optional backup solution should provide application-consistent backups for critical workloads and databases, ensuring data integrity and reliable recovery of transactional systems.	O		
5.4	The optional backup solution should seamlessly integrate with the existing enterprise infrastructure and provide comprehensive reporting and monitoring capabilities to facilitate effective backup management and compliance auditing.	O		

Person Authorised to Sign Tender

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Authorised Signature: Date:

Schedule 7B – Compliance to Requirements (Architecture and Technical Requirements)

All requirements listed in Section 4.3 (Architecture and Technical Requirements) of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the Products and Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document:

☐ will comply with Section 4.3 (Architecture and Technical Requirements) of Part VI (Tender Brief).

Person Authorised to Sign Tender

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

Schedule 8A – Compliance to Service Level Agreement

All requirements listed in Section 5 (Service Level Agreement) of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with, or proposes deviations such that the SLA proposed is less stringent than, the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the Maintenance and Support Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document (please tick one, as appropriate):

☐ will comply with Section 5 (Service Level Agreement) of Part VI (Tender Brief); or

☐ will be more stringent than the requirements in Section 5 (Service Level Agreement) of Part VI (Tender Brief) in the following areas: -

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Person Authorised to Sign Tender

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

Schedule 8B – Compliance to Requirements (Acceptance Test)

All requirements listed in Section 6 (Acceptance Test) of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the Acceptance Test aspects in respect of the Products and Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document:

☐ will comply with Section 6 (Acceptance Test) of Part VI (Tender Brief).

Person Authorised to Sign Tender

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

Schedule 8C – Compliance to Requirements (Documentation Deliverables)

All requirements listed in Section 8 (Documentation Deliverables) of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the documentation, manuals, licences, knowledge transfer sessions, and training materials in respect of the Products and Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document:

☐ will comply with Section 8 (Documentation Deliverables) of Part VI (Tender Brief).

Person Authorised to Sign Tender

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

Schedule 9 – Hardware

1. Mandatory Hardware

Item No.	Product No.	Product Name / Description

2. Optional Hardware

Item No.	Product No.	Product Name / Description

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

Schedule 10 – Training

The Tenderer shall provide information on the training to be offered according to Section 7 (Training) of Part VI (Tender Brief). All trainings shall be provided by the Successful Tenderer free of charge.

1. Mandatory Training

Course No.	Course Title	Duration (Days)	Location	Format#

2. Optional Training

Course No.	Course Title	Duration (Days)	Location	Format#

Examples of Format: Classroom, self-study, audio/visual, computer-assisted or others.

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 11 – Experience and Job Reference

Person Authorised to Sign Tender

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

Schedule 12 - Services to be provided by CUHKMC

Person Authorised to Sign Tender

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

Schedule 13A – Compliance to CUHKMC IT Security Requirements

The Products and Services shall support and comply with all the requirements described in *Appendix I to this Invitation to Tender document entitled "CUHKMC IT Security Requirements" (2025 version) (collectively, "**CUHKMC IT Security Requirements**"). Tenderer is required to comply with all such requirements. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered

We, the Tenderer named below, hereby confirm that the Products and Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document (please tick one, as appropriate):

☐ will comply with the CUHKMC IT Security Requirements.

***Remarks: Please contact CUHKMC Procurement Team via email at tender@cuhkmc.hk by 16 January 2026 in order to sign a Non-Disclosure Agreement and receive the document entitled "CUHKMC IT Security Requirements" (2025 version).**

Person Authorised to Sign Tender

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

Schedule 13B – IT Security Assessment Form

Tenderer is required to provide information on whether the Products and Services to be offered comply with the requirements described in Appendix II to this Invitation to Tender document entitled "CUHKMC Supplier IT Security Assessment Form" (Version 2.0) in its tender proposal for assessment by CUHKMC.

We, the Tenderer named below, hereby confirm that all the responses and information provided by us in the "CUHKMC Supplier IT Security Assessment Form" (Version 2.0) submitted in the tender proposal (please tick one, as appropriate):

☐ are true, accurate, and complete.

Person Authorised to Sign Tender

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

Schedule 14 - Consent to Disclosure

To: CUHK Medical Centre Limited (CUHKMC)

Re: Provision and Implementation of Server Infrastructure and Container Platform for the Hospital Information System of CUHK Medical Centre (HIS) and Provision of 5 years' Maintenance and Support Services

We, _____*[insert the name of the Tenderer]*, hereby irrevocably authorise, consent and agree that if CUHKMC agrees to engage us to carry out the Provision and Implementation of Server Infrastructure and Container Platform for the Hospital Information System of CUHK Medical Centre (HIS) and Provision of 5 years' Maintenance and Support Services, CUHKMC may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to us, disclose to any person in such form and manner as CUHKMC deems fit:

(a) the fee proposal submitted by us on _____*[insert the relevant date]*; and

(b) information of the Contract, such as our name and address, product description/brand/model/country of origin (if applicable), description of the relevant services (if applicable) and the value of the Contract.

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

Dated this day of

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

Signature of Witness
Name of Witness:
Occupation:
Address:

Schedule 15 - 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 tender invitation or invitation for quotation 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 Authorised to Sign Tender

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

Schedule 16 - 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 Products 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 Authorised to Sign Tender

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

Schedule 17 – Price

Notes:
(a) Enter 'N/C' (i.e. No Charge) where applicable.
(b) Enter "N/A' (i.e. Not Applicable) if inapplicable.

(A) Price for the Contract

1. Software

a. Mandatory Software

Item No.	Product No.	Purchase Price			Post - Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

b. Optional Software

Item No.	Product No.	Purchase Price			Post - Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 17 – Price (Continued)

2. Custom Programmes

a. Mandatory Custom Programmes

Item No.	Product No.	Purchase Price			Post- Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

b. Optional Custom Programmes

Item No.	Product No.	Purchase Price			Post- Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

Schedule 17 – Price (Continued)

3. Hardware

a. Mandatory Hardware

Item No.	Product No.	Purchase Price			Post- Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

b. Optional Hardware

Item No.	Product No.	Purchase Price			Post- Product Acceptance Maintenance and Support Services Service Fee Per Annum (HK$)				
		Unit Price (HK$)	Quantity	Total Price (HK$)	1st year	2nd year	3rd year	4th year	5th year
					Free				
				Sub-Total:					

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

Schedule 17 – Price (Continued)

4. Services (Implementation, Installation, Configuration, Consultancy, etc.) and other charges not included in the items above.

Items	One-off Charges (HK$)
Sub-Total:	

5. Total Tender Sum – Mandatory Items Only

Item	Description	Price (HK$)
1.	Software	
2.	Custom Programmes	
3.	Hardware	
4.	Services and other charges	
	Total Tender Sum (HK$):	

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

Schedule 17 – Price (Continued)

(B) Quotation for Post-Maintenance Period Maintenance and Support Services (not to be assessed as part of the Price Proposal or included in the Price for the Contract)

Items	Post- Product Acceptance Maintenance and Support Services Service Fee (if applicable) Per Annum (HK$)				
	6th year	7th year	8th year	9th year	10th year
Sub-Total:					

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone: Email:

Authorised Signature: Date:

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