

Tender Reference No. : IT-TD-202601

13 May 2026

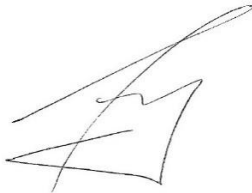
CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER
Provision of Offsite Development Service for the CUHKMC Systems of
CUHK Medical Centre
(Tender No.: IT-TD-202601)

CUHK Medical Centre Limited (CUHKMC) intends to invite Tenderers to submit a proposal for Provision of Offsite Development Service for the CUHKMC Systems of CUHK Medical Centre.

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 23 June 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 of Offsite Development Service for the CUHKMC Systems of CUHK Medical Centre

Tender Reference: IT-TD-202601

Tender Issue Date: 13 May 2026

Tender Closing Date and Time: 12:00 noon on 23 June 2026 (HK Time)

<u>Part</u>	<u>Titles</u>
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 Submission
VIII	Appendix(ices)

PART I
INTERPRETATION

1. Definitions

In the documents issued by CUHKMC in connection with this Invitation to Tender and the Contract, the following words and expressions shall have the following meanings unless otherwise stated:

- “Business 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.
- “Commencement Date”** has the meaning ascribed to it by Clause 22.1 of Part III (Conditions of Contract);
- “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”);
- “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);
- “Contract Documents”** means collectively: (a) the Letter of Acceptance; (b) the Interpretation (Part I); (c) the Terms of Tender (Part II); (d) Conditions of Contract (Part III); (e) Special Conditions of Contract (Part IIIA); (f) the Offer to be Bound (Part IV); (g) the Tender Brief (Part VI); (h) the Schedules (Part VII); (i) Appendix I and Appendix II; and (j) each Service Request, the related approved Statement of Work and any approved SOW variation; and (k) any other terms agreed in writing between CUHKMC and the Successful Tenderer. For the avoidance of doubt, Part V (CUHKMC Brief) is not a Contract Document.
- “Contract Year”** means (i) the first 12-month period commencing on the Commencement Date or (ii) any of the subsequent 12-month periods, each of which commencing on (and including) the anniversary date of the Commencement Date, save in the event of early termination, the last Contract Year shall end on the date immediately preceding the effective date of such termination;
- “CUHKMC”** means CUHK Medical Centre Limited;
- “CUHKMC Materials”** means: (a) the existing Hospital Information System (HIS) source code, object code,

documentation and related materials provided to or accessible by the Successful Tenderer; and (b) any Confidential Information and any data, information and materials belonging to CUHKMC that are provided to or accessible by the Successful Tenderer in connection with the Contract;

“CUHKMC Repository”

means the version control repository designated and controlled by CUHKMC to which Deliverables are committed in accordance with Clause 12.3 of Part III (Conditions of Contract);

“CUHKMC Representative”

means the person acting for and on behalf of CUHKMC or any duly authorised person of CUHKMC performing his/her duties from time to time;

“CUHKMC Systems”

means all IT systems, applications, sub-systems, databases, integration platforms, interfaces, middleware and infrastructure operated by or for CUHKMC from time to time, including (without limitation): (a) the Hospital Information System (HIS) and its integration platform; (b) clinical systems; (c) administrative and patient management systems; (d) financial and billing systems; (e) data warehousing and business intelligence systems; (f) middleware and integration components; (g) infrastructure, networking and identity and access management systems; and (h) any other system designated by CUHKMC from time to time. References to a CUHKMC System include any environment (development, test, staging, pre-production, production or otherwise) in which it operates;

“Deliverables”

all the deliverables, information, reports, documents, documentation, software, source codes, object codes, configurations, manuals, data, materials, and any other tangible or intangible items created, supplied, or produced, whether delivered electronically or physically, in relation to the Services and/or any work provided, made available for use or performed by or on behalf of the Successful Tenderer under the Contract, and include any deliverable or component of a deliverable that is created, produced, or generated in whole or in part by an artificial intelligence system or tool;

“Estimated Resource Requirements”

means the estimated total resources, by each role and site, to be provided by the Successful Tenderer for each Contract Year as specified in the table set out in Section 3.10 of Part VI (Tender Brief),

	expressed in full-time equivalent (“FTE”). For tender price comparison and total contract value calculation, 1 FTE is equivalent to 240 man-days per Contract Year (which will be prorated in a Contract Year which is shorter than 12 months);
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Invitation to Tender”	means this invitation to tender for the provision of the Services on the terms and conditions set out in this document, which includes Part I (Interpretation) (“Interpretation”), Part II (Terms of Tender) (“Terms of Tender”), Part III (Conditions of Contract), Part IIIA (Special Conditions of Contract), Part IV (Offer to be Bound), Part V (CUHKMC’s Brief), Part VI (Tender Brief) (“Tender Brief”), Part VII (Schedules of Submission), and the respective appendices to each of the aforementioned Parts or to this document, issued by CUHKMC to Tenderers;
“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;
“Maintenance and Support Services”	has the meaning ascribed to it by Clause 5.1 of Part III (Conditions of Contract);
“Maintenance Period”	has the meaning ascribed to it by Clause 5.1 of Part III (Conditions of Contract);
“man-day”	means one unit of Services provided by one personnel for one working day, and such working day shall be in compliance with the working hours and wages requirements of all applicable laws of, and align with the prevailing market practices in, the relevant jurisdictions;
“Price”	means the fees for the Services as provided for in the relevant Schedule or, as applicable, in the approved SOWs and/or approved SOW variations, as accepted by CUHKMC;
“Rate Card”	means the schedule of unit fee rates per man-day for each role and site set out in Schedule 14 of Part VII, fixed for the Term and quoted in Hong Kong Dollars (HK\$). The Rate Card is not subject to escalation, indexation, foreign-exchange adjustment, inflation adjustment or any other cost adjustment during the Term.
“Requirements”	means the requirements/specifications for the Services, and the provision thereof, as set out in the

Tender Brief, the 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 as well as, subsequent to award of contract, those as set out in the Service Request(s) issued, and the corresponding SOWs and (as applicable) SOW variations approved, by CUHKMC;

- “role”** means each category of personnel set out in Schedule 14 of Part VII (Rate Card), as may be supplemented from time to time under any Service Request; and each individual who assumes one or more role is referred to a “resource”;
- “Schedule”** means any schedule under Part VII (Schedules of Submission), and “Schedules” shall be construed accordingly;
- “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, development, research, project management, installation, configuration, customisation, testing, commissioning, upgrade, operation, revisions and updates, derivative works and/or enhancement of information systems and/or software, provision and/or delivery of the Deliverables, and the Maintenance and Support Services;
- “Service Request” or “SR”** means a CUHKMC-issued request defining scope of Services and work, deliverables, and acceptance criteria for a discrete assignment under the Contract;
- “site”** means any of working sites located within Hong Kong (“**local**”) or located outside Hong Kong (“**offshore**”) for providing the Services;
- “SOW variation”** has the meaning ascribed to it by Section 3.8(b) of Part VI (Tender Brief);
- “Statement of Work” or “SOW”** has the meaning ascribed to it by Section 3.8(a) of Part VI (Tender Brief);
- “Successful Tenderer”** means the Tenderer whose Tender is accepted by CUHKMC and to whom a Letter of Acceptance is issued, and “**Successful Tenderers**” means such Tenderer where CUHKMC accepts more than one Tender. Each Successful Tenderer enters into a separate, bilateral and independent Contract with CUHKMC on the same terms and conditions as the other Successful Tenderer(s);

“Team”	means the dedicated team comprising the resources to be deployed by the Successful Tenderer under the Contract, the composition and requirements of which are set out in Section 3 of Part VI (Tender Brief);
“Tender”	means the tender proposal submitted by a Tenderer in response to this 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;
“Tenderer” or “Company”	means the person, firm, or company whose details are set out in the relevant Schedule and who intends to submit and/or has submitted a Tender in response to this Invitation to Tender, and “Tenderers” shall be construed accordingly; and
“Term”	has the meaning ascribed to it by Clause 22 of Part III (Conditions of Contract); and

2. Interpretations

In the documents issued by CUHKMC in connection with this Invitation to Tender and the Contract, unless the context requires otherwise or otherwise expressly stated to the contrary, the following rules of interpretation shall apply: -

- a. words in the singular shall include the plural and vice versa; a reference to one gender shall include a reference to the other genders;
- b. references to a Part are to a part of this Invitation to Tender document; references to a Schedule or an Appendix are references to a Schedule under Part VII, or an Appendix under Part VIII, of this Invitation to Tender document;
- c. references to a Clause are to a clause in a Part; references to a Section are to a section in Part VI or in a Schedule, as the context requires;
- d. references to a day and a month are references to a calendar day and a calendar month; all references to time refer to Hong Kong time i.e. GMT+8;
- e. all headings shall not affect the interpretation of this Invitation to Tender document or the Contract;
- f. any reference to a person includes a natural person, a body corporate, or an unincorporated body;
- g. references to any legislation include references to sub-legislation and regulations under it and any amendment, consolidation, re-enactment, or replacement of any of them from time to time;

- h. references to any document however described include references to such document as amended, supplemented, renewed, extended, novated, or substituted from time to time; and
- i. any words following the terms “including” or “include” shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

PART II
TERMS OF TENDER

1 Invitation to Tender

- 1.1 Tenderers are invited to submit tenders for the provision of 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. CUHKMC may at any time before the Tender Closing Date issue addenda to this Invitation to Tender. Addenda will be distributed in writing to all Tenderers who have collected the Invitation to Tender. Addenda shall form part of the Invitation to 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 completeness and accuracy of any information provided in this Invitation to Tender document, and the Tenderer has made its own independent evaluation of the business potential of the Tender Brief and it has submitted its Tender submission based solely on the result of such independent evaluation. The Tenderer shall be deemed to have satisfied himself as to the correctness and sufficiency of its Tender for providing the Services, and its rates and prices shall cover all its risks, liabilities, and obligations set out or implied in the Contract and all matters and things necessary for the proper provision of the Services.
- 1.5 The Tenderers are required to fill in the information indicated in “Offer To Be Bound” (Part IV).

2 Tender

- 2.1 This Invitation to Tender relates to the provision of all (or any part) of the Services, whose details and specifications are set out in the Tender Brief.
- 2.2 Tenderer must note that its offers in 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. Tender not so completed may not be considered.
- 2.4 All parts of this Invitation to Tender must not be altered by the Tenderer.
- 2.5 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 five (5) Business 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.

- 2.6 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.
- 2.7 CUHKMC reserves the right to negotiate with any Tenderer on the terms of the offer.

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.

3A Basis of Acceptance

The Successful Tenderer acknowledges that (a) CUHKMC’s appointment of the Successful Tenderer to the panel on a non-exclusive, non-committed basis pursuant to Clause 6A of Part III is good and valuable consideration for the Successful Tenderer’s obligations under the Contract; and (B) each Service Request (and the related approved Statement of Work and any approved SOW variation) is good and valuable consideration for the performance of the Services under that Service Request.

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 applicable taxes, duties, levies, charges and other costs. The Rate Card prices must remain valid for the duration of the Contract and for the provision of all of the Services.
- 4.2 All bank charges and/or any currency exchange loss 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. Notwithstanding the foregoing, where CUHKMC identifies an apparent arithmetical error in the Rate Card or Price Proposal, CUHKMC reserves the right to seek clarification from the Tenderer. If the Tenderer confirms the correction, the corrected figure will be used for evaluation. If the Tenderer does not agree to the correction, the Tender will be evaluated as submitted.

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 Contract Documents, shall constitute the Contract. Where CUHKMC accepts more than one Tender, each Successful Tenderer shall receive a separate Letter of Acceptance, and each Letter of Acceptance shall, together with the Contract Documents, constitute a separate, bilateral Contract between CUHKMC and the relevant 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 sufficient and valid 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 upon one-hundred-and-twenty (120) days of the Tender Closing Date. 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 the Tender Closing Date, CUHKMC will dispose of its Tender 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 To the extent the Successful Tenderer uses its own equipment or systems in connection with the Services, the Successful 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 as provided under Schedule 10A “CUHKMC IT Security Requirements”.

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 other 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 Environmentally Friendly Measures

The following environmentally friendly measures are recommended in the preparation of the Invitation to Tender:

- 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 CUHKMC's Right to Disclose Information

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 Submission – Schedule 1A, 1B, 2, 3A, 3B, 4, 5, 6, 7, 8, 9, 10A, 10B, 11, 12, 13

No Price information should be included in the Technical Proposal. Failure to comply with this requirement will result in disqualification of the submission.

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

- Part VII – Schedules of Submission - Schedule 14

- 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 23 June 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 Business 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 26 May 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 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, licence agreement, and/or other types of agreement of the Successful Tenderer or any third party supplier as included in (i) the tender proposal submitted by the Successful Tenderer pursuant to this Invitation to Tender, which are additional to the terms and conditions under this Invitation to Tender or (ii) the Statements of Work or (as applicable) SOW variations issued by the Successful Tenderer pursuant to the Service Requests issued by CUHKMC, which are additional to the terms and conditions under the Service Requests, 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 provide the Services and perform related work in compliance with the Requirements 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, whether express or implied, in the Contract to the satisfaction of CUHKMC. Without prejudice to Clause 9 of this Part III, all Services provided under the Contract must be suitable and fit for the purposes expressed in or to be implied from the Contract.
- 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. CUHKMC shall have the right to require the Successful Tenderer to replace any staff member or personnel whom CUHKMC deems inappropriate, inadequately qualified, or unsatisfactory. The Successful Tenderer shall replace such staff within ten (10) Business Days of receiving CUHKMC's written request, at no additional cost. CUHKMC shall also have the right to require the immediate removal from the Services and/or CUHKMC's premises of any staff member of the Successful Tenderer who has

engaged in misconduct, breached CUHKMC's policies, or poses a risk to patient safety, data security or hospital operations.

- 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 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 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 ensure that the working hours of, and the wages (or salaries) and staff-related benefits and payments to, its staff members (regardless of whether they are employees or otherwise) comply with all applicable laws of, and align with the prevailing market practices in, the relevant jurisdictions.
- 2.8 The Successful Tenderer shall provide all necessary assistance and all information on all matters in relation to the Services requested by CUHKMC and/or the CUHKMC Representative.
- 2.9 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.
- 2.10 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 Services and work performed under the Contract) on the same job site (physical or otherwise) at any time contemporaneously with 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 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 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 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 Services which does not comply with the Requirements, and the Successful Tenderer must carry out the necessary remedial work without extra charge or delay.
- 2.16 The Successful Tenderer shall take all practicable steps (including but not limited to those listed in the CUHKMC IT Security Requirements) to prevent leakage of any Confidential Information, Deliverables, CUHKMC Materials to any other parties. No Confidential Information, Deliverables or CUHKMC Materials shall be downloaded, printed, copied, photographed, recorded, transferred, removed, or otherwise taken away from CUHKMC premises or the CUHKMC Repository by the Successful Tenderer by any means without prior written authorisation by CUHKMC.
- 2.17 The Successful Tenderer shall take all practicable steps and have in place and maintain appropriate security measures to prevent unauthorised or accidental access, processing, erasure, loss, use or disclosure of Confidential Information, Deliverables or CUHKMC Materials on the CUHKMC Repository. The Successful Tenderer shall not remove, bypass, circumvent, neutralise or modify any technological protection measures in respect of the CUHKMC Repository or any CUHKMC IT Requirements.

2A [not used]

2B [not used]

2C [not used]

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

- 2D.1 If installation of any products is requested by CUHKMC, Clauses 2D.2 and 2D.3 shall apply.
- 2D.2 The Successful Tenderer is responsible for the installation and commissioning of the products procured by CUHKMC 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 installed 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 Services (including the Deliverables) provided, as applicable, shall be subject to inspection/review and/or testing by CUHKMC after provision and/or delivery. The Services (including the Deliverables) shall be inspected/reviewed and/or tested by CUHKMC in accordance with the acceptance test criteria as set out in the Tender Brief and Schedule 7 (Compliance to Requirements) or (if not specified in the Tender Brief and Schedule 7) the relevant Service Request issued, and/or the corresponding SOW and (as applicable) SOW variation(s) approved, by CUHKMC or as otherwise specified by CUHKMC in writing on a case-by-case basis. The Successful Tenderer shall rectify all defects and issues in relation to the Services (including the Deliverables) arising from defective design, poor workmanship or skills, or any other causes discovered during the process of testing and acceptance. All rectifications in respect of the Services (including rectified parts of the Deliverables), as applicable, shall be subject to re-testing or further testing to the satisfaction of CUHKMC. The Services (including the Deliverables) provided, as applicable, 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 Services (including the Deliverables) as provided and/or delivered after satisfactory completion of all acceptance tests (“**Acceptance**”).

3 Delays

3.1 The Successful Tenderer shall provide the Services (including delivery of 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 or completion instruction(s) issued by CUHKMC or the relevant Service Request(s) issued, and/or the corresponding SOW and (as applicable) SOW variations approved, by CUHKMC. Time shall be of the essence for delivery of the Services (including the Deliverables). For the avoidance of doubt, the rolling timetable or program provided by the Successful Tenderer is for project planning and monitoring purposes only and does not constitute binding delivery dates. Binding delivery dates and completion dates shall be those expressly set out in the Letter of Acceptance or the relevant approved SOW.

3.2 Delay in meeting any binding delivery date shall entitle CUHKMC to (a) apply Service Credits in accordance with Section 4.3 of Part VI (Tender Brief); (b) withhold payment of the relevant milestone until the applicable acceptance criteria are met; and/or (c) deduct or set-off from any payment due to the Successful Tenderer under this Contract, any approved SOWs and/or any other contract between CUHKMC and the Successful Tenderer such damages, costs and expenses suffered or incurred by CUHKMC as a result of the delay or any breach of contract by the Successful Tenderer.

3.2 If the Successful Tenderer fails to deliver any Service (including any Deliverable) by the applicable delivery date(s) or completion date(s) or (as applicable) during the applicable service period(s), then CUHKMC shall be entitled to (a) apply Service Credits in accordance with Section 4.3 of Part VI (Tender Brief); (b) withhold or make deduction(s) from, or adjustment to, the fee payable to the Successful Tenderer as provided for in the Contract; and/or (c) deduct or set-off from any payment due to the Successful Tenderer under this Contract, any approved SOWs and/or any other

contract between CUHKMC and the Successful Tenderer such damages, costs and expenses suffered or incurred by CUHKMC as a result of the failure by the Successful Tenderer to deliver any Service by the applicable delivery date(s) or completion date(s) or any breach of contract by the Successful Tenderer.

4 [not used]

5 Maintenance and Support Services

- 5.1 If comprehensive maintenance and support Services are requested by CUHKMC pursuant to a Service Request (the “**Maintenance and Support Services**”, and the period during which they are provided being the “**Maintenance Period**”), the Successful Tenderer shall provide such Services, which shall be inclusive of the costs of all parts and components replaced or repaired and the labour involved, and shall include: (a) rectification or making good of all defects in the Services or any Deliverables; (b) provision of all parts, components, software updates and patches required to keep the Services and Deliverables in good and workable condition; (c) provision of telephone, email and on-site support during the Maintenance Period; (d) preventive maintenance in accordance with the manufacturer’s or vendor’s recommended intervals and procedures; (e) diagnostic testing, fault isolation and repair; (f) provision of replacement equipment or software where rectification cannot be achieved within the agreed service levels; (g) maintenance of accurate and up-to-date documentation in respect of the Maintenance and Support Services; (h) compliance with the response times and resolution times set out in the Service Level Agreement; and (i) such other ancillary services as may be reasonably required by CUHKMC in connection with the foregoing.
- 5.2 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, CUHKMC may deduct or set-off any rectification costs and expenses so incurred from any payment or amount due to the Successful Tenderer.

6 Successful Tenderer’s Acknowledgement

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

6A Non-Exclusive Engagement and CUHKMC’s Allocation Discretion

- 6A.1 The Successful Tenderer acknowledges that CUHKMC may award the Contract to one or more Successful Tenderers in parallel. Each other Successful Tenderer is referred to in this Contract as the “**Other Successful Tenderer**”.

- 6A.2 The Contract is non-exclusive and non-committed. CUHKMC is not obliged to issue any Service Request, to procure any minimum quantity of Services, or to allocate any minimum value of work to the Successful Tenderer. The Successful Tenderer shall have no claim against CUHKMC for lost profit, loss of expectation, opportunity cost or any other claim arising from the volume or value of Services actually procured.
- 6A.3 CUHKMC shall have absolute discretion to allocate Service Requests between the Successful Tenderers, having regard to factors including (without limitation) past performance, available capacity, technical capability, price, security clearance and operational fit.
- 6A.4 Where the Successful Tenderer and an Other Successful Tenderer share access to the same CUHKMC Systems, source code or repositories, the Successful Tenderer shall (i) cooperate in good faith with CUHKMC's coordination requirements; (ii) be under no obligation to share commercial information with any Other Successful Tenderer; and (iii) treat any information of an Other Successful Tenderer accessed via shared CUHKMC Systems as Confidential Information, used only for the purposes of performing the Contract.

7 Price and Payment Term

- 7.1 CUHKMC shall pay only for Services actually performed and accepted in accordance with the Contract. The Contract creates no obligation on CUHKMC to procure any quantity of Services, and CUHKMC shall have no liability to the Successful Tenderer for or in respect of any Services not so procured. In consideration of 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 or invoicing approach as set out in the Tender Brief or (if set out therein) the Letter of Acceptance or (if not set out in the Tender Brief and the Letter of Acceptance) the relevant Service Request issued, or the corresponding SOW or (as applicable) SOW variation approved, by CUHKMC (the "**Payment Schedule**") against invoices issued by the Successful Tenderer. For the avoidance of doubt, the Price shall not be subject to any adjustment on account of any variation in exchange rate between Hong Kong Dollars and other currency, or on account of inflation or any other cost escalation, during the Term.
- 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 Services (including the Deliverables) 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 Business 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 and/or at law and/or any other contract between CUHKMC and the Successful Tenderer.

9 Warranties, Representations, and Undertakings

9.1 The Successful Tenderer 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 Deliverables shall (i) be new and unused, (ii) be unencumbered, and (iii) conform to and perform in all respects in accordance with the Requirements;
- e. 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;
- f. 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;
- g. the Successful Tenderer has been duly organised and validly existing in the jurisdiction of its incorporation;
- h. the Successful Tenderer has the full power, capacity, authority to enter into the Contract and to perform its obligations hereunder;
- i. 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;
- j. all information supplied, and all statements and representations made, by or on behalf of the Successful Tenderer are true, accurate, and complete; and

- k. 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

(collectively, the “**Warranties**”, and each a “**Warranty**”).

- 9.2 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.
- 9.3 Unless otherwise expressly excluded from or provided to the contrary in the Contract, 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

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 sub-paragraphs 10.2(b) and 10.2(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 Services 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 Business 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 provision or delivery and / or rejection of the Services (including the Deliverables) or any part thereof.
- 10.5 The Successful Tenderer shall, and (as applicable) shall procure its subcontractors to, indemnify CUHKMC against all Claims arising at any time that the provision of the Services (including the Deliverables) 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 10, "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clause Ordinance (Chapter 71 of the Laws of Hong Kong).

11 Insurance

- 11.1 Without limiting the Successful Tenderer's obligations and liabilities under the Contract, the Successful Tenderer shall, at its own costs and throughout the term of the Contract, put in place and maintain in full force and effect the following third-party liability insurance policies with reputable insurance company(ies) to cover the liability in respect of (i) personal injuries or deaths arising out of, in the course of, or caused by the provision of the Services; and (ii) loss of or damage to any property (real or personal, including any CUHKMC property and CUHKMC Systems) arising out of, in the course of, or by reason of the provision of the Services (including without limitation any cyber or security breaches). Notwithstanding that the Successful Tenderer's liability to indemnify CUHKMC is absolute, the limit of indemnity under this insurance policy shall not be less than HK\$25 million per any one accident and shall be unlimited in the aggregate for any one period of insurance. The policy shall contain a Cross-Liability Clause and shall be effected with insurers approved by CUHKMC (such approval not to be unreasonably withheld).
- 11.2 The Successful Tenderer shall name CUHKMC as an additional insured or endorse CUHKMC as principal (as appropriate) in the third-party liability insurance policy referred to in Clause 11.1 of this Part, and shall include a waiver-of-subrogation clauses in favour of CUHKMC in that policy.

- 11.3 Without prejudice to Clause 11.1 of this Part, the insurance policy referred to in Clause 11.1 of this Part shall be effected with an insurer or insurers and in terms approved in writing by CUHKMC. The Successful Tenderer shall immediately inform CUHKMC if any such insurance ceases to be available or otherwise is not maintained in accordance with this Clause 11 or for any reason becomes void or unenforceable.
- 11.4 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.
- 11.5 The Successful Tenderer's liabilities under the Contract shall not be deemed to be released or limited by CUHKMC taking out insurance policy referred to in this Clause 11.

12 Intellectual Property Rights

- 12.1 CUHKMC shall be the sole and exclusive owner of all Deliverables created (which may also include development, customisation, modification, update, upgrade, and enhancement), 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 in the Deliverables 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 promptly provide all reasonable assistance and promptly execute such additional documentation as CUHKMC may require to provide evidence and confirm the assignment of such copyrights and intellectual property rights to CUHKMC without additional charges. Upon completion of the Services, the Successful Tenderer will be required to promptly deliver to CUHKMC all Deliverables, working papers, computer disks, tapes, or other materials and documents provided to or prepared by the Successful Tenderer pursuant to the Contract, and in any case within 7 days of the completion of the relevant Services under each SR. For the avoidance of doubt, delivery of the complete set of Deliverables (as verified by CUHKMC in the CUHKMC Repository) shall be a condition precedent to the Successful Tenderer's entitlement to the final payment instalment of each SR.
- 12.2 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.
- 12.3 Without prejudice to the generality of Clause 12.1, the Successful Tenderer shall commit all Deliverables to the CUHKMC Repository on a continuous basis throughout the Term in accordance with CUHKMC's commit and review procedures. The CUHKMC Repository shall at all times contain the complete, current, build-ready source code for all Deliverables. The Successful Tenderer shall not maintain any separate repository containing Deliverables or components thereof that is not mirrored to the CUHKMC Repository. The Tenderer acknowledges that the CUHKMC Materials (which include but not limited to the existing HIS source code, object code, and related materials) provided by CUHKMC to the Successful Tenderer remain the property of CUHKMC at all times. The Successful Tenderer shall not copy, extract or

retain any such materials outside the CUHKMC Repository and CUHKMC-provided virtual machines.

- 12.4 To the extent that any Deliverable incorporates pre-existing intellectual property owned by the Successful Tenderer or any third party (the “**Background IP**”), the Successful Tenderer hereby grants (or shall procure the grant of) to CUHKMC an irrevocable, perpetual, royalty-free, non-exclusive, worldwide license (with the right to sub-license) to use, modify, adapt, and create derivative works of such Background IP, solely to the extent necessary to use, operate, maintain, modify, and enhance the Deliverables.

12A Use of AI tools

12A.1 In the development, testing, analysis, and delivery of Deliverables, the Successful Tenderer shall have access to artificial intelligence (“**AI**”), machine learning, generative AI, automated code-generation, large language models, and other automation tools and services (collectively, “**AI Tools**”). AI Tools are classified as follows: (a) “**CUHKMC AI Tools**” means AI Tools provided by CUHKMC and hosted on CUHKMC’s infrastructure, which the Successful Tenderer is encouraged to use to enhance efficiency and effectiveness in the provision of the Services; and (b) “**External AI Tools**” means any AI Tools not provided by CUHKMC, including but not limited to the Successful Tenderer’s own AI tools, third-party AI services, and public cloud-based AI services (such as public large language model APIs, cloud-hosted code generation tools, and similar services). The Successful Tenderer shall use CUHKMC AI Tools as the primary AI capability for the Services. The Successful Tenderer shall not use any External AI Tools in connection with the Services without the prior written consent of CUHKMC, which consent may be withheld at CUHKMC absolute discretion. The following conditions apply to all use of AI Tools (whether CUHKMC AI Tools or, where approved, External AI Tools):

- (a) the Successful Tenderer shall fully comply with the requirements under Section 3.3 of Part VI (Tender Brief) and assign qualified professionals to provide human oversight of inputs and outputs;
- (b) the Successful Tenderer remains responsible for the accuracy, quality, security, functionality, and compliance of all Deliverables as if the work were performed manually;
- (c) the Deliverables must meet all Requirements, specifications, acceptance criteria, performance requirements, warranties, and regulatory or industry standards set forth in this Agreement;
- (d) the Successful Tenderer shall not incorporate into Deliverables any third-party content, models, or datasets (including pre-trained models, libraries, or copyrighted outputs of third parties) unless Successful Tenderer either (a) has the rights necessary to grant CUHKMC such licence(s) required to use the relevant third-party content without additional charge, or (b) clearly discloses to CUHKMC the relevant third-party components and obtains CUHKMC’s prior written consent as to its use under this Contract;
- (e) the Successful Tenderer shall, upon CUHKMC’s request, provide reasonable documentation identifying the AI Tools used to produce a Deliverable, a high-

level description of how they were used (e.g., code generation, data labeling, model inference), and any third-party dependencies or training data categories that are material to CUHKMC's use or regulatory compliance;

- (f) the Successful Tenderer shall not use Confidential Information or any data (and its derivatives), information, and materials belonging to CUHKMC (collectively, "**CUHKMC Materials**") to train, validate, customise, or improve External AI Tools. For the avoidance of doubt, the Successful Tenderer shall not input, upload, transmit, or otherwise make available any source code, object code, Deliverables, Confidential Information, or CUHKMC Materials to any public cloud-based AI service, external large language model, or any system not hosted on CUHKMC's infrastructure;
- (g) the Successful Tenderer shall ensure that:
 - (i) no Confidential Information or CUHKMC Materials will be accessible to other users of any AI Tool or be bulk-replicated as output for other users, or may be re-identified or linked to CUHKMC by any means (including any disassembling, reverse-engineering, linking, matching, combining, or inferring from information from other sources). For the avoidance of doubt, CUHKMC AI Tools shall be configured by CUHKMC such that inputs and outputs are not used for model training or improvement and are not accessible to any person other than authorised users of the CUHKMC AI Tools. Any unauthorized changes or modifications to CUHKMC AI Tools are strictly prohibited; and
 - (ii) no Deliverable contains material, outputs, or artifacts that would reasonably be expected to infringe third-party intellectual property rights or contain disallowed or unlawful content;

otherwise, the Successful Tenderer shall indemnify CUHKMC for claims arising from a breach of this obligation, without prejudice to the indemnification provisions of this Contract; and

- (h) the Successful Tenderer shall comply with applicable laws, regulations, ethical guidelines, and industry standards applicable to the use of AI Tools and the Deliverables, including privacy and data protection laws in relation to any personal data processed in connection with AI Tool use.
- (i) the Successful Tenderer shall ensure that all of its staff, subcontractors, and Offshore resources are aware of and comply with the distinction between CUHKMC AI Tools and External AI Tools, and shall implement reasonable technical and organisational measures (including access controls and monitoring) to prevent any unauthorised use of External AI Tools in connection with the Services or any unauthorised transmission of CUHKMC Materials to External AI Tools.

12A.2 The Successful Tenderer shall immediately notify CUHKMC if any of the following occurs:

- (a) any third party brings any claim, demand, request, right assertion, lawsuit, investigation, allegation, complaint, or other proceeding regarding the AI Tool used in connection with the Services or any government, judicial, quasi-judicial,

administrative, or regulatory authority investigates, inquires into, or initiates any administrative, judicial, enforcement, regulatory, or other proceeding (including any injunction or recall) regarding the AI Tool used in connection with the Services;

- (b) the use of the relevant AI Tool has caused or is reasonably expected to cause a material adverse impact on CUHKMC's (or its affiliates') business or reputation; or
- (c) the Successful Tenderer becomes aware of any actual or potential risk relating to the use of any output or any Deliverable generated by an AI Tool.

12A.3 For the avoidance of doubt, Clause 12 (Intellectual Property Rights) of this Part shall equally apply to all Deliverables generated using any AI Tools. The Successful Tenderer shall not claim intellectual property rights in any outputs generated using CUHKMC AI Tools. If, by operation of law or because intellectual property rights owned by the Successful Tenderer are incorporated into any Deliverable generated by an AI Tool such that the Successful Tenderer cannot assign such intellectual property, the Successful Tenderer hereby grants CUHKMC an exclusive (without reservation), royalty-free, worldwide, irrevocable, perpetual, fully paid-up license with the right to sublicense, to use, reproduce, distribute, modify, access, perform, implement, display, enhance, adapt, and create derivative works of such intellectual property in the Deliverable.

12A.4 Without limiting any commitments, representations, or warranties with respect to any use of AI Tools, the Successful Tenderer further represents and warrants to CUHKMC that:

- (a) it holds and will during the term of this Contract continue to hold: (i) all rights, licences, and authorisations necessary to use and deploy such AI Tools and will ensure the AI Tools can meet the requirements of this Contract; (ii) all rights necessary to assign, authorise, license, or cause the grant of rights in the relevant outputs that constitute Deliverables generated by AI Tools (or outputs used in the Services under this Contract); and (iii) all rights necessary to perform any transfers, authorisations, licences, or to cause to obtain licences related to the use of AI Tools under this Contract;
- (b) if any Deliverable generated by an AI Tool contains any computer code, the AI Tool has not been trained, tested, or developed using any training data that includes restrictive open source software; and
- (c) where applicable, the AI Tools have been configured to prevent creation, production, or generation of outputs that replicate any material part or element of any third party's intellectual property.

12A.5 CUHKMC shall have the right to terminate this Contract immediately upon written notice to the Successful Tenderer if any of the following occurs: (i) any AI Tool used in performing the relevant Services is subject to a claim by a third party or the subject of any proceeding initiated by any government, judicial, quasi-judicial, administrative, or regulatory authority, and such claim or proceeding materially affects CUHKMC's ability to use, operate, or benefit from the Deliverables, and the Successful Tenderer fails to provide a non-infringing alternative within thirty (30) days of CUHKMC's

written notice; (ii) the use of the relevant AI Tool has caused, or is reasonably expected to cause, a material adverse effect on CUHKMC's or its affiliates' business or reputation; or (iii) a regulator or law enforcement agency deems any use of the relevant AI Tool unlawful, or requires the Successful Tenderer to cease using the relevant AI Tool.

- 12A.6 Without limiting any liability under or arising in relation to this Contract, the Successful Tenderer shall fully indemnify and hold harmless CUHKMC and each of its directors, officers, employees, agents, and contractors (collectively, "CUHKMC Indemnitees") from and against any liability, damages, losses, and costs that arise out of or relate to any claims, demands, lawsuits, allegations, investigations, charges, or proceedings brought against a CUHKMC Indemnitee, or any government, judicial, quasi-judicial, administrative, or regulatory investigation, inquiry, enforcement action or proceeding, resulting from the Successful Tenderer's use or deployment of any AI Tool.

13 Corrupt Gifts

This Clause 13 is supplemented by Clause 3 of Part IIIA, which contains additional probity obligations. 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 (Chapter 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 without prejudice to 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, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it, (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 law of this

arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one.

15 Data Protection

- 15.1 This Clause 15 is supplemented by the more detailed obligations in Clause 4 of Part IIIA, which shall be read together with this Clause 15. 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 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 to CUHKMC or CUHK Medical Centre and/or 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, and shall ensure that its directors, officers, employees, agents, subcontractors, and professional advisors shall: (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

- 18.1 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.
- 18.2 CUHKMC may take the Successful Tenderer’s performance under the Contract into account when exercising its allocation discretion under Clause 6A of this Part, including by directing Service Requests preferentially to an Other Successful Tenderer.

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 shall 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

- 22.1 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, 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”).
- 22.2 Each Statement of Work and (as applicable) all the related SOW variation(s) as approved by CUHKMC in respect of a Service Request shall be valid for the service term or service period as stated in the Statement of Work or (as applicable) the relevant SOW variation as approved by CUHKMC or (if not stated in the foregoing) the Service Request. In the event of expiry or termination of the Contract, all Statements of Work and SOW variations as approved by CUHKMC will automatically expire or terminate upon such date of expiry or termination.

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. the Successful Tenderer is in breach of any of its representations, warranties, and undertakings under the Contract;
- b. 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;
- 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 in the opinion of CUHKMC is non-remediable;
- d. the Successful Tenderer has made a material misrepresentation during the tendering process of the Contract; or
- e. CUHKMC is given the right to terminate the Contract immediately 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 corporate, 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 Tenderer 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. 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.

- 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 on six (6) times or more occasions within any rolling period of six (6) months. Without prejudice to its other rights and remedies available herein, at law, or otherwise, CUHKMC shall be entitled to apply Service Credits in accordance with Section 4.3 of Part VI (Tender Brief) in respect of such failures.
- 23.5 For any delay in the delivery of any Services and/or Deliverables (or part thereof) in respect of each Service Request 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 in respect of any Service Request, 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.
- 23.8 Upon the expiry or termination (howsoever arising) of the Contract, or upon CUHKMC's earlier written request, the Successful Tenderer shall provide transition-out assistance to CUHKMC and/or any successor service provider for a period of six (6) months from the date of expiry, the effective date of termination, or the date of CUHKMC's request (as applicable)(the "**Transition-Out Period**"). During the Transition-Out Period, the Successful Tenderer shall: (a) continue to provide Services at the prevailing contract rates and service levels; (b) provide full and complete knowledge transfer to CUHKMC and/or any successor service provider, including hands-on training, documentation walkthroughs, and access to all relevant personnel; (c) provide all reasonable assistance with data migration, including extraction, transformation, and loading of all data in non-proprietary formats; (d) ensure all Deliverables, source code, documentation, configurations, credentials, and materials are up to date in the CUHKMC Repository; (e) co-operate fully with CUHKMC and/or any successor service provider; and (f) not withhold any system information, access, credentials, documentation or materials. The obligations of this Clause 23.8 shall survive the expiry or termination of the Contract.
- 23.9 CUHKMC or its nominee may, on or after expiry or termination of the Contract, offer employment or engagement to any personnel of the Successful Tenderer who has been involved in the provision of the Services for the majority of his or her working time during the eighteen (18) months immediately preceding such expiry or termination, and the Successful Tenderer shall have no claim against CUHKMC or such personnel in respect of such offer or any acceptance thereof. The Successful Tenderer shall not include in its contracts of employment, engagement or service any provision that restricts any such personnel from accepting any such offer.

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 Tenderer 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 Tenderer and supersedes any previous agreements or arrangements between them with respect to the subject matter of the Contract. The Successful Tenderer 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 Tenderer in its Tender (including all Schedules submitted by the Successful Tenderer), during the evaluation of the Tender (including replies to enquiries from CUHKMC), and in the course of performance of the Contract.

27.2 CUHKMC and the Successful Tenderer agree that in no event shall any terms and conditions, service agreement, licence agreement, or other type of agreement of the Successful Tenderer or any third party supplier as included in, appended under, or incorporated (whether by way of reference or otherwise) into the Tender or any Statement of Work or SOW variation issued by the Successful Tenderer (as the case may be), or otherwise provided by the Successful Tenderer, in connection with the provision of the Services and/or the Contract shall vary the Contract unless it is specifically set out in the Letter of Acceptance or the Statement of Work or SOW variation approved by CUHKMC (as the case may be).

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

- 29.1 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 such conflict, contradiction, or ambiguity:
- a. Letter of Acceptance;
 - b. Special Conditions of Contract;
 - c. Conditions of Contract;
 - d. Tender Brief;
 - e. the Schedules in this Invitation to Tender document;
 - f. Services Requests issued by CUHKMC;
 - g. Terms of Tender;
 - h. Interpretation;
 - i. Other negotiated terms as agreed between CUHKMC and the Successful Tenderer in writing (if any);
 - j. 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
 - k. Statement of Works and (as applicable) related SOW variations as submitted by the Successful Tenderer (or part thereof) as approved by CUHKMC in writing.
- 29.2 Where the Successful Tenderer's Technical Proposal or Price Proposal imposes on the Successful Tenderer requirements that are higher or more stringent in terms of quality or quantity, or obligations that are more onerous, than those specified in the other documents forming part of the Contract, such higher, more stringent or more onerous requirements or obligations shall prevail.

30 Force Majeure

- 30.1 Neither party shall be liable for any failure or delay in performing its obligations under

the Contract to the extent that such failure or delay is caused by a Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected party, including but not limited to: natural disasters, epidemics or pandemics, fire, flood, typhoon (Tropical Cyclone Warning Signal No. 8 or above), Black Rainstorm Warning Signal, extreme conditions as announced by the Government of Hong Kong, acts of war or terrorism, civil unrest, strikes or industrial action (other than of the affected party's own employees), or any law, regulation, or order of any government or regulatory authority.

- 30.2 The affected party shall notify the other party in writing within forty-eight (48) hours of becoming aware of a Force Majeure Event, specifying the nature of the event and its expected duration, and shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event. If a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the Contract by giving thirty (30) days' written notice to the other party.

31 Exclusion of CISG

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

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 2.2 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 the Successful Tenderer 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 the Successful Tenderer 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 the Successful Tenderer 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 Successful Tenderer 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.
- 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 the Successful Tenderer 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 but in any case within two (2) hours of the Successful Tenderer becoming 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. Following such notice, the Successful Tenderer shall within six (6) hours from first becoming aware of any breach provide CUHKMC with a further second notice which should include a minimum details of: (i) the nature of the breach; (ii) the categories of personal data affected; (iii) the estimated number of data subjects affected; (iv) the likely consequences of the breach; and (v) the measures taken or proposed to be taken to address and mitigate the breach.

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 subcontractors 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 provision of any or all of the services specified in the Schedules or the Service Requests and/or the corresponding SOWs and (as applicable) SOW variations approved by CUHKMC (as the case may be), which may during the period or periods specified in the Schedules or the Service Requests and/or the corresponding SOWs and (as applicable) SOW variations approved by CUHKMC (as the case may be) be placed by CUHKMC, at the prices quoted in the Schedules or the Service Requests and/or the corresponding SOWs and (as applicable) SOW variations approved by CUHKMC (as the case may be) 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/or the Service Requests and/or the corresponding SOWs and (as applicable) SOW variations approved by CUHKMC, 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 Background and Objectives

CUHK Medical Centre (CUHKMC) aims to build capabilities of operation, maintenance, enhancement, and support for the CUHKMC Systems and relevant interfaces through an integration platform. The Successful Tenderer will provide an Offsite Development Service (ODS) - acting as a parallel support and development team to CUHKMC Information Technology team (CUHKMC IT), with the following aims:

- (a) Enable CUHKMC IT to independently operate, support, maintain, and enhance the CUHKMC Systems.
- (b) Ensure risk mitigation, knowledge preservation, and capability building.
- (c) Design, implement, deploy, and maintain new separate HIS environments for hosting and running the HIS (distinct from the current production system (i.e. the existing HIS environment) managed by the incumbent vendor) for development, testing, and transition purposes aim at replacing the current production system with this new HIS environment.

2 Contract Term and Service Term

2.1 Contract Term

The Contract shall take effect from the Commencement Date, which is the date of 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, and shall continue in force thereafter until the end of the period of three (3) years from the Commencement Date.

2.2 Service Term or Service Period

Each Statement of Work and (as applicable) all the related SOW variation(s) as approved by CUHKMC in respect of a Service Request shall be valid for the service term or service period as stated in the Statement of Work or (as applicable) the relevant SOW variation as approved by CUHKMC or (if not stated in the foregoing) the Service Request. In the event of expiry or termination of the Contract, all Statements of Work and SOW variations as approved by CUHKMC will automatically expire or terminate upon such date of expiry or termination.

3 Scope of Services and Works and Requirements

The Services to be provided and the related works to be performed under the Contract shall cover the scope, and comply with the Requirements, as set out in this Section 3. For the purpose of referring to the scope of the Services and related works to be performed under the Contract and the Requirements, HIS shall include the integration platform of the HIS and the associated interfaces.

3.1 Team Engagement

Successful Tenderer shall designate a Team, comprising dedicated members, to provide the Services and related works under the Contract, with a minimum of two (2) members stationed

in Hong Kong (“Local”). The Team should include at least one to two (1-2) business analysts and a combination of multi-skilled engineers who can flexibly assume roles such as Technical Lead, DevOps Engineer, Developer, or QA Engineer, depending on project needs. The Team structure should be adaptable to the evolving requirements of CUHKMC Systems development and support. All Team members stationed on-site in Hong Kong must be fluent in English and Cantonese. For Team members based outside Hong Kong (“Offshore”), such as in mainland China, fluency in Cantonese is preferred but not mandatory; they must be able to communicate effectively in English and/or Mandarin as required for project collaboration.

CUHKMC reserves the right to vet and approve any team members proposed by the Successful Tenderer. Each team member shall provide CUHKMC with an undertaking confirming his or her understanding and acceptance of (i) CUHKMC’s IT Security Requirements and (ii) provisions under this Contract on personal data and confidentiality, including Clauses 12, 15 and 17 of the Conditions of Contract and Clauses 2 and 4 of the Special Conditions of Contract.

3.2 Separate HIS Environments

Successful Tenderer shall provide or perform the following Services in relation to the separate HIS environments:

- (a) Design, implement, deploy, and maintain separate HIS environments for CUHKMC (cloud and/or on-premises as specified by CUHKMC) to host and run the HIS (“new HIS environments”) that is distinct from the existing HIS environment.
- (b) All development, testing, deployment, and related activities of the new HIS environments will be performed on the CUHKMC Repository, primarily on CUHKMC-provided virtual machines, with remote access provided to the Successful Tenderer. No off-site development environment can be used.
- (c) Support CUHKMC IT in building the necessary capabilities to manage, operate, maintain, support, and enhance these new HIS environments independently.
- (d) These new HIS environments must be managed by CUHKMC IT from the outset, with the Successful Tenderer providing initial setup, training, documentation, and ongoing knowledge transfer to ensure CUHKMC can assume full control at any time.
- (e) Core components of new HIS environments: Provision infrastructure, application runtime, databases, storage, networking, and security controls.
- (f) Establish secure access management, identity, and role-based controls, and maintain audit trails for the new HIS environments.
- (g) Perform ongoing maintenance, patching, backup/restore, and controlled upgrades for the new HIS environments.
- (h) Deliver full documentation (Architecture, configurations, source codes, CI/CD pipelines, security settings, runbooks, standard operating procedures and operational dependencies) on, and a clean handover plan for, the new HIS environments and other Services.
- (i) Deliver a structured knowledge transfer and capability development plan, including hands-on training, documentation, and risk management strategies. The objective is to enable CUHKMC IT to take over the new HIS environments (including CI/CD pipelines) at any point of time during or after the Term.
- (j) Provide expertise in database optimization to ensure high performance, reliability, and scalability of the new HIS environments and any related platforms (which include, but not limited to, data platforms, integration platforms, interface platforms, and data extraction, transformation, and loading platforms that interact with the HIS database).
- (k) Propose alternative database platform(s) for HIS to replace the existing Oracle database

platform and formulate a plan for assessing, planning, and executing migration of the HIS database from the existing Oracle database platform to such alternative database platform(s). The plan should include approaches for changing codes, data migration, risk mitigation, and post-migration support.

3.3 AI Enablement and Automation

Successful Tenderer is encouraged to use Artificial Intelligence (AI) in the provision of the Services:

- (a) Tender Proposals should include recommendations for, and where appropriate the implementation of, an AI assisted continuous integration and continuous delivery platform to enhance development and operational efficiency.

The AI assisted CI/CD platform is expected to support, among other things:

- structured and assisted code review;
 - automated test generation and execution;
 - security scanning and architecture and policy compliance checks;
 - release readiness checks and quality gates; and
 - automation to streamline development, testing, deployment, and operational processes.
- (b) Innovative and value adding use of artificial intelligence technologies across the CI/CD lifecycle is strongly encouraged, subject to CUHKMC's assessment of suitability, effectiveness, and readiness.
 - (c) Maintain an AI Use Register (tools/models, location, data classes, safeguards, audit trails).
 - (d) Use CUHKMC-approved AI Tools only: include a list of AI tools proposed to be used in the Tender for CUHKMC's consideration and approval; any AI model/service outside CUHKMC-controlled environments requires CUHKMC's prior written approval; no PHI (Protected Health Information)/PII (Personally Identifiable Information) or personal data (as defined in PDPO) is used for model training/inference off premise. CUHKMC reserves the right to approve or prohibit the use of any specific AI tool at its sole discretion during the Term.
 - (e) Unauthorised AI Tools are strictly prohibited: Successful Tenderer must not use any AI Tool that (i) is restricted, prohibited, or otherwise unavailable for lawful use in Hong Kong; or (ii) requires the use of technical means (such as VPN or other circumvention tools) to access, operate, or deploy such AI Tools.
 - (f) No transfer of data to AI Tools: Successful Tenderer must not input, upload, transmit, or disclose to any AI Tool any data of CUHKMC, which may include any personal data of any client or personnel of CUHKMC, confidential information, or proprietary information or materials of CUHKMC, unless expressly approved by CUHKMC.
 - (g) Practise Responsible AI: include document limitations, bias mitigation, human-in-the-loop for production changes when AI is used.
 - (h) Integrate DevSecOps (Development, Security, and Operations) with AI: include SAST/DAST (Static Application Security Testing/Dynamic Application Security Testing), SBOM (Software Bill of Materials), vulnerability management tied to pipeline gates

3.4 Knowledge Transfer & Capability Building

Successful Tenderer shall provide the following for Knowledge Transfer & Capability Building in respect of the Services provided:

- (a) Structured Knowledge Transfer plan: codebase, databases, architecture, CI/CD pipelines, deployment, and operations walkthroughs.
- (b) Documentation standards and templates; module-level ownership matrices.
- (c) Training sessions and training manuals for CUHKMC IT; capability maturity roadmap with milestones and Key Performance Indicators (KPIs).
- (d) The Team must work as one team with CUHKMC IT in engagement with multiple existing HIS-related service providers to understand current systems, workflows, and operational practices, ensuring a smooth transition and effective capability development for CUHKMC IT.

3.5 Maintenance & Enhancement

- (a) Support for maintenance and enhancement of the CUHKMC Systems, existing HIS environment, the existing HIS and its supporting platforms and other systems linked to HIS within the existing HIS environment shall be provided as requested. The Team must be prepared to undertake ongoing maintenance, troubleshooting, and implementation of enhancements on the said existing environment, platforms, and systems, in addition to work on the new HIS environment.
- (b) Day-to-day maintenance, troubleshooting, and incident response for the CUHKMC Systems.
- (c) Code review, performance optimization, and best-practice adoption.
- (d) Deliver and implement enhancements and new features; integrate Alteryx workflows and API as requested.

3.6 Governance & Compliance

- (a) All intellectual property (IP) rights created, produced, developed, modified, or enhanced or otherwise supplied under the Contract shall be solely owned by CUHKMC.
- (b) No source code, object code, documentation, or related materials may be exported, transferred, or uploaded to any external cloud service or third-party platform without prior written approval from CUHKMC.
- (c) All Deliverables, including source code, object code, and documentation, must remain within CUHKMC's designated secure environment (virtual or physical).
- (d) Adhere to CUHKMC's security, privacy, and governance standards; comply with PDPO.
- (e) Maintain certifications: ISO 9001, ISO 27001, CMMI Level 5 (or equivalent).
- (f) Provide references for similar HK healthcare digital transformation projects; maintain auditable change logs and compliance documentation for all Services provided and work performed under the Contract; CUHKMC shall be entitled to inspect or audit such logs and documentation.

3.7 Team Qualifications

- (a) All team members (except IT Support) must hold relevant degrees in IT-related disciplines and be able to read and write English and Chinese, and communicate in English and Cantonese (for Technical Lead, Business Analyst and IT Support).
- (b) Technical Lead: Minimum 10 years' IT experience, including 5 years in relevant roles, and at least two project references in Hong Kong healthcare digital transformation; able

to provide expert assistance and leadership to the team.

- (c) Business Analyst: Minimum 5 years' IT experience, preferably in healthcare or large enterprise systems, with proven experience in requirements analysis, business process documentation, stakeholder engagement, and supporting system development and enhancement.
- (d) Specialist Engineer (AI & New Tech): Minimum 5 years' IT experience, with proven hands-on delivery in AI/automation/DevSecOps or emerging technologies in enterprise environments (healthcare preferred), including implementing AI-assisted development/testing/security automation and producing clear documentation and knowledge transfer.
- (e) Senior Engineer / Business Analyst: Minimum 5 years' IT experience or relevant healthcare IT knowledge
- (f) Engineer: Minimum two years' experience and at least two project references in HK healthcare digital transformation.
- (g) QA Engineer: Minimum two years' experience in quality assurance/test automation.
- (h) IT Support: Minimum 2 years' experience in IT support / operations / service desk, preferably in healthcare or mission critical environments, with proven ability in incident/ticket handling, basic troubleshooting/operations tasks, and effective communication in English and Chinese (Cantonese for local role); degree not mandatory (diploma/vocational training acceptable).

3.8 Service Model

- (a) All Services under the Contract shall be delivered on a Time-and-Materials basis ("T&M"), meaning that the fees payable are determined based on the actual man-days incurred by role and site, charged at the pre-agreed unit fee rates set out in the Rate Card, subject to the applicable Not-To-Exceed ("NTE") amount approved for each Service Request (or SR). For each SR, the Successful Tenderer shall submit a Statement of Work ("SOW") that defines, at a minimum:
 - (i) a pre-defined scope of the Services to be provided and/or works to be performed and work breakdown structure with tasks and dependencies;
 - (ii) the Deliverables and the acceptance criteria for those Services, works and Deliverables, including the evidence required for acceptance;
 - (iii) the proposed man-day estimate by role (Technical Lead, Senior Engineer, Business Analyst, Engineer/Quality Assurance Engineer) and by and site (Local/Offshore);
 - (iv) the proposed Not-To-Exceed value ("NTE") for that SR is derived from the Rate Card and the proposed man-day estimate for all resources involved; and
 - (v) the payment schedule applicable to that SR in accordance with the Payment Terms in this Invitation to Tender document.
- (b) Work may commence only after CUHKMC provides written approval of the SOW. Any change in scope of Services and/or work, Deliverables, acceptance criteria or payment schedule in an approved SOW requires a written SOW variation ("SOW variation") approved by CUHKMC. Any NTE adjustment (if any) shall be specified in the SOW variation. No change can be performed or executed until CUHKMC has given approval to the SOW variation. Charges in excess of an SR's approved NTE shall not be payable unless CUHKMC has provided prior written approval.

- (c) Unapproved Service scope increases are not permitted and will not be paid for by CUHKMC even if provided. Any Service scope change requires a written SOW variation approved by CUHKMC in advance and shall specify any NTE adjustment (if any).

3.9 Operations Model

- (a) For each job assignment under the Contract, CUHKMC IT will provide a Service Request (or SR), based on the service needs, to the Technical Lead who will be the Team leader.
- (b) For each Service Request (“SR”), the Successful Tenderer shall review the requirements and submit a Statement of Work (“SOW”) for CUHKMC’s approval. Each SOW shall, at a minimum, include:
 - (i) the scope of Services and work to be performed and a work breakdown structure with tasks and dependencies;
 - (ii) the Deliverables and acceptance criteria, including the evidence required for acceptance;
 - (iii) the proposed man-day estimates by resource (Technical Lead, Senior Engineer, Business Analyst, Engineer / Quality Assurance Engineer) and by site (Local / Offshore);
 - (iv) the Not-To-Exceed (“NTE”) value derived from the Rate Card and proposed man-day estimates;
 - (v) the proposed payment schedule in accordance with the Payment Terms;
 - (vi) key assumptions, dependencies on CUHKMC, and identified risks with mitigation measures; and
 - (vii) a Responsibility Assignment Matrix (RACI), where applicable.
- (c) The man-day breakdown proposed in the SOW shall be mutually agreed with CUHKMC in writing before commencement of work. Upon such agreement, the Not-To-Exceed (“NTE”) value of the relevant Service Request shall be confirmed in the approved SOW, in accordance with the Service Model set out in Section 3.8.
- (d) Only SOWs and, as applicable, SOW variations, approved by CUHKMC in writing (each an “approved SOW” and an “approved SOW variation”) are valid and binding.
- (e) The Successful Tenderer shall maintain an SR register to record the SRs received from CUHKMC and the issuance and approval of the corresponding SOWs and, as applicable, the corresponding SOW variations, and shall provide monthly status reporting including progress, man-days incurred, remaining NTE, monthly assessment of the SR’s progress, resource committed, performance, and service level measures.
- (f) Acceptance of Services provided under an SR occurs when CUHKMC confirms, in writing, that all acceptance criteria set out in the approved SOW and/or approved SOW variation(s) have been met and the required evidence has been submitted. Where applicable, production release notes and post-release verification evidence shall be part of the acceptance evidence set.
- (g) The quantities in the Table set out under Section 3.10 of this Part constitute the Estimated Resource Requirements by role and site. To allow flexibility for surges in urgent changes, there shall be no hard cap on the resource usage for any individual Contract Year. However, the total cumulative fees paid for all Services across the entire Term shall be capped at the total contract value. The Successful Tenderer shall have no claim for any minimum monthly or annual fee.

- (h) CUHKMC is not obliged to pay any Price or fees in accordance with the Estimated Resource Requirements unless the man-days have been actually performed.
- (i) For tender price comparison and calculation of the total contract value, CUHKMC will convert the FTEs in Table 3.10 to man-days using 1 FTE is equivalent to 240 man-days per Contract Year (which will be prorated in a Contract Year which is shorter than 12 months).

3.10 Estimated Resource Requirements

Year	Offsite Development Service (ODS) Service Category	Site	Technical Lead	Business Analyst	Specialist Engineer (AI & New Tech)	Senior Engineer	Engineer / QA Engineer	IT Support	
			In FTE						
2026	Application Development and Maintenance Service	Local	1	1				1	
		Offshore			1	3	6		
2027	Application Development and Maintenance Service	Local	1	1				1	
		Offshore			1	4	6		
2028	Application Development and Maintenance Service	Local	1	1				1	
		Offshore			1	4	6		
	IT Technical and Operation Management Service	Local							1
		Offshore			1	1	2		

3.11 Quality and productivity commitment

- (a) After contract award, in relation to all Service Requests/approved SOWs and (as applicable) approved SOW variations, Successful Tenderer shall provide KPIs on the following aspects and agree with CUHKMC in writing on the respective targets and/or acceptance levels of such KPIs. Such agreed-upon KPIs and their respective targets and/or acceptance levels shall be binding on the Successful Tenderer and the KPI results for all Service Requests/approved SOWs and (as applicable) approved SOW variations in progress and those that have post-implementation windows shall be reported by the Successful Tenderer and reviewed on a monthly basis.
 - (i) Project schedule variance
 - (ii) Productivity per man-day spent
 - (iii) Defect density
 - (iv) Major incident reported in the first 30 days after a change is implemented to production environment
- (b) Successful Tenderer shall mobilise additional resources in order to meet the defined schedule and quality of each SOW.
- (c) Annual review of the KPI targets shall be conducted with CUHKMC. Successful Tenderer shall implement continuous improvement to achieve the new targets.
- (d) The mechanism for Service Credits and/or deductions from the Price payable to the Successful Tenderer upon the Successful Tenderer’s failure to meet KPIs shall be as set out in Section 4.3 of this Part VI.

3.12 Company Requirements

- (a) Hold valid ISO9001, ISO27001, and CMMI Level 5 certifications.

- (b) Proven track record in large-scale healthcare IT projects in Hong Kong; supply client references.
- (c) Submit audited accounts for the past three financial years and demonstrate sufficient financial capability.
- (d) Successful Tenderer shall ensure that, at all times during the term of the Contract, its staff perform all its obligations under the Contract.
- (e) CUHKMC reserves the right to reject any part of the Services not complying with the Requirements, and Successful Tenderer must carry out the necessary remedial work or rework without extra charge or delay.
- (f) Successful Tenderer shall cooperate with and provide reasonable handover support to any service provider(s) selected by CUHKMC at the end of the Contract. Successful Tenderer shall also provide knowledge transfer to the service provider and no system information shall be withheld. This obligation shall survive expiry or termination of the Contract.

3.13 Compliance to Requirements (Business and Functional Requirements)

- (a) To ensure that all CUHKMC's requirements are met, the table set forth in Schedule 6 outlines, among others, the general requirements and the necessary features that must be provided.
- (b) Tenderer has to respond to each item with YES, NO, and supplement with detailed information as required. Any alternatives or additional features should be clearly marked.
- (c) The key business and functional requirements are specified in Schedule 6 – Compliance to Requirements (Business and Functional Requirements):
 - (i) The proposed Services must fulfill all “Mandatory” requirements. Tenderer who fails to fulfill these requirements will result in disqualification.

Tenderer may propose alternatives that can meet the “Optional” requirements. CUHKMC reserves the right to accept these optional services or not.
 - (ii) Tenderer must indicate whether the proposed Services comply with the stated requirements. Tenderer is also required to provide details about how the proposed Services can meet the requirements or customisation / workaround / other details.

4 Service Level Standard (SLS)

This Service Level Standard (SLS) defines the minimum performance standards expected from the Successful Tenderer when providing the Services. The SLS is designed to ensure timely support, reliable project delivery, and high-quality work.

The SLS is divided into two main categories: (A) Maintenance and Incident Support, and (B) Development and Project Delivery. The SR and/or approved SOWs and (as applicable) approved SOW variations will specify which category(ies) of SLS apply(ies).

4.1 Category A: Maintenance and Incident Support

- (a) For day-to-day maintenance, troubleshooting, and support of the CUHKMC Systems,

incidents reported by CUHKMC will be categorized by severity. The Successful Tenderer shall meet the following response and resolution targets:

Severity Level	Definition	Target Response Time	On-site Requirement	Target Resolution / Workaround Time
Severity 1 (Critical)	Core system or critical function is down. Severe impact on hospital operations or patient care. No workaround available.	Within 1 Hour	On-site within 2 Hours	Within 4 Hours
Severity 2 (Moderate)	Important function is degraded or unavailable, but a temporary workaround exists. Operations can continue with some disruption.	Within 4 Hour	As required	Within 3 Business Days
Severity 3 (Minor)	Minor bugs, cosmetic issues, or general inquiries. Minimal or no impact on daily operations.	Within 1 Business Day	As required	To be mutually agreed (e.g., in the next scheduled release)

Notes:

- “Response Time” means the time taken for the Successful Tenderer to acknowledge the incident and begin active investigation after the first report of the incident by CUHKMC to the Technical Lead via CUHKMC’s designated incident reporting channels (to be agreed at contract commencement, which may include an ITSM ticketing system, telephone, or secure messaging)(“**Initial Response**”).
- “Resolution / Workaround Time” means the time taken to restore service to normal operation or provide an acceptable temporary workaround after the first report of the incident by CUHKMC to the Technical Lead via CUHKMC’s designated incident reporting channels.
- Incidents shall be logged and tracked via a ticketing/ITSM mechanism agreed by the Parties (including audit trail and escalation). The ticket reference shall be used for tracking updates and SLS measurement.
- On-site service shall be provided only if the incident cannot be resolved via CUHKMC’s designated incident reporting channels. For Severity 1 (Critical) incidents, on-site service will follow the timeline in the table above. For Severity 2 (Moderate) and Severity 3 (Minor) incidents, if on-site service is required, it will be arranged on the next Business Day after the Initial Response is provided.

4.2 Category B: Development and Project Delivery

- (a) For development work, enhancements, and new features executed under an SR/approved SOW or (as applicable) approved SOW variation, the Successful Tenderer shall meet the following delivery and quality targets:

Performance Metric	Expected Service Level
On-Time Delivery	90% of all agreed project milestones and deliverables across approved SOWs are submitted on or before the agreed target dates.
Release Quality (Defect Rate)	Zero (0) Severity 1 (Critical) defects found within the first 30 days (or such other number of days as specified in the SR or approved SOW or (as applicable) approved SOW variation) after a new feature or enhancement is deployed to the production environment.
First-Time Fix Rate	90% of reported defects or bugs are successfully fixed on the first attempt without causing secondary issues or requiring rework.

4.3 Service Credits for Critical Incidents

- (a) Given the importance of hospital operations, a specific Service Credit mechanism applies if the Successful Tenderer fails to resolve Severity 1 (Critical) incidents on time.

In relation to each relevant SR/approved SOW and/or (as applicable) approved SOW variation(s), if the Successful Tenderer fails to meet the Target Resolution / Workaround Time (within 4 Hours) for a Severity 1 (Critical) incident, CUHKMC shall be entitled to a Service Credit.

- **Calculation:** For each missed Severity 1 target, a Service Credit that equals 5% of the total service fees payable under the relevant SR/approved SOW and/or (as applicable) approved SOW variation(s) for that specific month will be applied.
- **Cap:** The total maximum Service Credits applied in respect of the relevant SR/approved SOW and/or (as applicable) approved SOW variation(s) in any single calendar month shall not exceed 15% of the total service fees payable for that month.
- **Application:** Service Credits will be automatically applied as deduction from the Successful Tenderer’s next monthly invoice. Such application of Service Credits reflects the reduced value of the Services provided and is without prejudice to other rights and remedies available to CUHKMC herein, at law or otherwise.

(Note: Service Credits will not apply if the failure was solely and directly caused by CUHKMC, third-party vendors outside the Successful Tenderer's control, or Force Majeure events).

(b) Category B – Development and Project Delivery
Service Credits shall apply to Category B Services **only in cases of material delivery failure**, as agreed and specified in the relevant Service Request (“SR”) and/or approved Statement of Work (“SOW”) (or, as applicable, approved SOW variation), including but not limited to:

- (i) failure to meet key delivery milestones after the issuance of written warning(s) by CUHKMC in accordance with this Contract; and/or
- (ii) repeated Severity 1 (Critical) defects identified within the agreed defect liability

period.

Any applicable Service Credits for Category B Services shall be **SR/SOW-specific, expressly defined in advance, and subject to an agreed maximum cap**, and shall not apply automatically to minor delays, re-prioritisation, or changes arising from CUHKMC instructions or dependencies.

The application of such Service Credits shall be **without prejudice to CUHKMC's other rights and remedies** under the Contract, at law or otherwise.

4.4 Service Level Reviews and Remediation

- (a) CUHKMC and the Successful Tenderer will review SLS performance on a regular basis (e.g., monthly or quarterly) during project status meetings.

In the event that the Successful Tenderer fails to meet any of the agreed SLSs (including Category A and Category B), the following practical steps will be taken:

Root Cause Analysis (RCA): The Successful Tenderer must promptly investigate the cause of the failure and submit a brief RCA report to CUHKMC, along with an action plan to prevent recurrence.

Free Rectification: Any rework, bug fixing, or additional effort required to rectify a missed SLS or defective deliverable shall be performed by the Successful Tenderer at no additional cost to CUHKMC.

Escalation: Repeated or persistent failures to meet the SLSs may result in (i) issuance of formal written warning letters in accordance with Clause 23.5 of Part III, with termination available upon accumulation of three (3) warnings; and/or (ii) termination by CUHKMC under Clause 23.4 of Part III where the cumulative-failure threshold is met.

5 Timelines and Milestones

- 5.1 Tenderers shall propose a detailed service work plan (rolling quarterly plan and monthly SR/SOW schedule) with key milestones and timelines for the “baseline Services” (being the Services set out in Sections 3.2, 3.3 and 3.5 of this Part) as part of the Tender submission.
- 5.2 Time shall be of the essence with respect to the provision of the Services and performance of work under the Contract.

6 Other Information

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

7 Presentation

- 7.1 The presentation will be set up and conducted by Tenderer, using Tenderer's own equipment at its own costs and risk.
- 7.2 Tenderer may be required to work outside normal office hours for the presentation.
- 7.3 Tenderer shall be responsible for all costs of the presentation.
- 7.4 If Tenderer is selected to perform presentation of the proposed Service, it shall be informed of the schedule of the presentation in advance. It shall then conduct and complete the presentation on the date specified by CUHKMC.
- 7.5 If Tenderer fails to present the requested requirements or fails to complete the presentation on the date specified by CUHKMC, its Tender will be disqualified.

8 Submission of Tender

8.1 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:-

Envelope 1 (Technical Proposal) should contain the following information:

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

No Price information should be included in the Technical Proposal. Failure to comply with this requirement will result in disqualification of the submission.

Envelope 2 (Price Proposal) should contain the following information:

- Part VII – Schedules of Submission - Schedule 14

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.

(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 Presentation (if required). The Price Proposals of those Tenders which can pass technical assessment will then be evaluated.

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

- (a) **Part IV – Offer to be Bound:** duly completed and signed;
- (b) **Schedule 1A – Company / Organisation Profile:** Tenderer must provide information including organisation charts, size, years of operation, past and present clients, range and scope of services, and valid ISO9001, ISO27001, and CMMI Level 5 certifications. 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, and the respective organisation charts, size, years of operation, past and present clients, range and scope of services, and valid ISO9001, ISO27001, and CMMI Level 5 certifications of such organisations or entities should be provided, by the Tenderer;
- (c) **Schedule 1B – Audited Financial Statements for Past Three Years:** Tenderer must provide its 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 financial year in accordance with accounting standards generally accepted in Hong Kong, and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) 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).
- (d) **Schedule 2 – Understanding of the Scope of Work:** Tenderer must provide a brief description of the Tenderer’s understanding of the scope of Services and 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 KPI;
- (e) **Schedule 3A – Compliance to Requirements (Scope of Services and Works and Requirements):** Tenderer should provide details of the proposed service’s compliance to the requirements in accordance with Section 3 (Scope of Services and Works and Requirements) of this Part;
- (f) **Schedule 3B – Implementation Details:** Tenderer is required to provide comprehensive implementation approach and methodology for delivering the Services under the Contract’s Service model. This must outline the Local/Offshore arrangement and interaction with CUHKMC IT, describe the proposed governance structure, quality assurance practices and risk management approach. Tenderer also need to specify the tools, standards, and practices to be adopted (e.g. DevSecOps, documentation, testing, and security controls **and AI-assisted development, automation, and quality assurance, where appropriate and approved by CUHKMC**), and provide a detailed plan for the baseline Services (e.g. setup of new HIS environment, onboarding, knowledge transfer).
- (g) **Schedule 4 – Service Team:** Tenderer is required to provide the names, roles, qualification, relevant experience, language proficiency, percentage of his/her

time allocated to the Contract, and the place of residence of persons nominated to undertake the Services to be provided under the Contract under the Team;

- (h) **Schedule 5 – Service Delivery Timetable:** Tenderer shall propose a detailed service work plan (rolling quarterly plan and monthly SR/SOW schedule) with key milestones and timelines for the baseline Services / proposed Services identified by the Tenderer for tender assessment, noting that other Services will be initiated and scheduled via SRs/SOWs during the Term. The proposed service delivery work plan, together with its associated milestones and timelines, must comply with the requirements set out in Section 5 (Timelines and Milestones) of this Part;
- (i) **Schedule 6 – Compliance to Requirements (Business and Functional Requirements):** Tenderer should provide details of the proposed Services' compliance to the requirements in accordance with Section 3 of this Part;
- (j) **Schedule 7 – Compliance to Service Level Agreement:** Tenderer should provide details of the compliance to the requirements in accordance with Section 4 (Service Level Agreement) of this Part;
- (k) **Schedule 8 – Experience and Job Reference:** Tenderer should provide the description of similar engagements previously undertaken by it and (as applicable) its subcontractors within the recent 3 years, particularly in large healthcare organisations and/or hospital systems in Hong Kong, with client references;
- (l) **Schedule 9 – Services to be provided by CUHKMC:** Tenderer should propose details of the services to be provided by CUHKMC to facilitate preparation of the work and Deliverables;
- (m) **Schedule 10A – Compliance to CUHKMC IT Security Requirements**
- (n) **Schedule 10B - IT Security Assessment Form**
- (o) **Schedule 11 – Consent to Disclosure:** Complete and sign with witness;
- (p) **Schedule 12 – Non-Collusion Certificate;**
- (q) **Schedule 13 – Personal Data (Privacy) (Amendment) Ordinance;** and
- (r) **Schedule 14 – Price:** The price including breakdown of relevant prices or fees and discounts for all the proposed services and other charges.

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

9 Payment Schedule

- 9.1 Invoicing approach per SR - to be stated in the approved SOW or, as applicable, the approved SOW variation:

(A) Monthly Time-and-Materials — during the relevant service period, monthly invoice based on actual number of CUHKMC-approved man-days incurred in the month × the Rate Card (by role and site). Each invoice shall attach the approved timesheets and the

SR register extract; or

(B) Milestone-based Time-and-Materials — invoice by payment milestones set out in the payment schedule defined in the approved SOW (for example, 30% / 40% / 30%) or, as applicable, the approved SOW variation. The fees amount charged in each invoice shall be calculated based on the actual cumulative number of CUHKMC-approved man-days incurred from the commencement of the provision of Services under the approved SOW up to the relevant payment milestone × the Rate Card (by role and site), capped by the SR's NTE, LESS cumulative fees amount already invoiced (before Service Credits), and is only payable after CUHKMC accepts the deliverables in respect of the relevant payment milestone per the approved SOW or, as applicable, the approved SOW variation.

- 9.2 Retention / Holdback — the invoice for the final month or final milestone, as applicable, of each SR will be withheld and becomes payable only after CUHKMC issues SR Acceptance in writing.
- 9.3 Not-To-Exceed enforcement — monthly or milestone fees for any SR shall not cause the cumulative fees to exceed the SR's NTE. Fees beyond NTE require CUHKMC's prior written approval.
- 9.4 Rate Card — unit fee rates for each man-day by role and site are fixed for the three-year term and quoted in Hong Kong Dollars (HKD).
- 9.5 Payment Term — payment term remains in accordance with Part III (Conditions of Contract) at thirty (30) clear Business Days from date of receipt of a correct invoice by CUHKMC, subject to acceptance of the relevant deliverables as applicable.

10 Selection Criteria

10.1 Step 1: Mandatory Requirements Assessment

A.) Full compliance with the mandatory requirements as stipulated in Section 3 (Scope of Works and Requirements) and Section 4 (Service Level Agreement) of this Part, and the CUHKMC IT Security Requirements (as defined in Schedule 10A) and completion of the relevant IT Security Assessment Form, which have been referred to or set forth in the relevant Schedules, are required. Tenderer should confirm compliance and/or provide the compliance details in Schedules; and

B.) Tenderers shall be holding valid ISO9001, ISO27001, and CMMI Level 5 certifications.

Tender proposals will not be considered further if the mandatory requirements cannot be fully satisfied.

10.2 Step 2: Tender proposals will be considered further if the mandatory requirements can be fully satisfied.

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 and practicality of the proposed work plan and delivery approach, including the organisation's overall capability and financial background, understanding of the required scope of Services and work, implementation approach and method, a clear service work plan with key milestones and timelines, how day-to-day delivery will be managed (service delivery timetable), the range and depth of services covered, training and knowledge-transfer approach, resources to be assigned, and environmentally responsible practices for delivering the assignment. It also covers the quality management structure and assurance plan, and the proposed use of AI and automation to improve development and testing efficiency, strengthen security/compliance checks, and manage releases responsibly, in line with the AI governance expectations set out in the Tender.	30%
(b) Qualifications, relevant experience, and time commitment of all the teams to undertake the Contract/assignment. Local Support Services team.	20%
(c) Proven experience in and track record on the provision of the Services or similar assignments within the recent 3 years 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%

10.3 Technical Assessment

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

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

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

10.4 Price Assessment

The weighted price assessment score is calculated as follows:

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

10.5 CUHKMC shall recommend for acceptance the two Tenderers with the highest combined scores (weighted technical assessment plus weighted price assessment). CUHKMC reserves the right to award the Contract to fewer than two Tenderers if the requisite standard is not met. In the event of a tie, the Tenderer with the higher technical assessment score shall be preferred.

PART VII

SCHEDULE OF SUBMISSIONS

Schedule 1A: Company/Organisation Profile

Tenderer must provide information including organisation charts, size, years of operation, past and present clients, range and scope of services, and valid ISO9001, ISO27001 and CMMI Level 5 certifications. 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, and the respective organisation charts, size, years of operation, past and present clients, range and scope of services, and valid ISO9001, ISO27001, and CMMI Level 5 certifications of such organisations or entities should be provided, by the Tenderer.

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Schedule 1B – Audited Financial Statements for Past Three Years

Tenderer must provide its 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 financial year in accordance with accounting standards generally accepted in Hong Kong, and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) 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).

If Tenderer fails to provide the abovementioned audited financial statements for the past three financial 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 (Scope of Services and Works and Requirements)

All requirements listed in Section 3 (Scope of Services and Works and 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 Services proposed to be offered and provided by us as submitted in response to the Invitation to Tender relating to this document (please tick, as appropriate):

will comply with Section 3 (Scope of Services and Works and 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 is required to provide comprehensive implementation approach and methodology for delivering the Services under the Contract’s Service delivery model. This must outline the Local/Offshore arrangement and interaction with CUHKMC IT, describe the proposed governance structure, quality assurance practices and risk management approach. Tenderer also need to specify the tools, standards, and practices to be adopted (e.g. DevSecOps, documentation, testing and security controls **and AI-assisted development, automation, and quality assurance, where appropriate and approved by CUHKMC**), and provide a detailed plan for the baseline Services (e.g. setup of new HIS environment, onboarding, knowledge transfer).

Person Authorised to Sign Tender

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

Schedule 4 – Service Team

Person Authorised to Sign Tender

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

Schedule 5 – Service Delivery Timetable

Tenderer shall propose a detailed service work plan (rolling quarterly plan and monthly SR/SOW schedule) with key milestones and timelines for the baseline Services / proposed Services identified by the Tenderer for tender assessment, noting that other Services will be initiated and scheduled via SRs/SOWs during the Term.

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Schedule 6 – Compliance to Requirements
(Business and Functional Requirements)

The requirements listed in below table are either marked as mandatory or optional. Tenderer is required to comply with all mandatory requirements as outlined in the table. Tenderer 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.

For each specification/ requirement, the Tenderer needs to indicate "Y" in the "Compliance" column if tenderer can fully comply. If tenderer cannot fully comply, please indicate "N."

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

1. Company Profile & Team Qualifications

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
1.1	Certifications: Hold and maintain valid ISO 9001, ISO 27001, and CMMI Level 5 certifications.	M		
1.2	Local Presence: Provide a dedicated Team with a minimum of 2 to 3 members stationed locally in Hong Kong.	M		
1.3	Language Proficiency: Ensure the local Hong Kong team is highly fluent in both English and Cantonese for effective communication.	M		
1.4	Experience Minimums: Ensure all proposed Team members meet the minimum years of IT and healthcare domain experience specified for their respective roles.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

2. Scope of Services and Deliverables

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
2.1	New HIS Environments: Design, deploy, and configure new, separate Hospital Information System (HIS) environments.	M		
2.2	Database Migration: Propose and execute an alternative database migration strategy to successfully replace the existing Oracle database.	M		
2.3	Existing HIS Support: Provide day-to-day maintenance, troubleshooting, and bug fixing for the <i>existing</i> HIS platforms.	M		
2.4	System Enhancements: Develop, test, and deploy system enhancements and new features for the HIS as requested by CUHKMC.	M		
2.5	Technical Documentation: Deliver comprehensive documentation, including Architecture designs, configurations, source codes, CI/CD pipeline setups, security settings, operational runbooks, standard operating procedures, and operational dependencies.	M		
2.6	Knowledge Transfer (KT): Execute a structured KT plan and provide adequate training to ensure CUHKMC IT staff can assume full control over the existing and new HIS environments and the HIS.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

3. Technology, Security & AI Governance

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
3.1	CI/CD Automation: Implement and maintain an AI-assisted CI/CD platform for streamlined and automated code deployment.	M		
3.2	DevSecOps Integration: Integrate security testing into the pipeline, including SAST, DAST, SBOM generation, and vulnerability management.	M		
3.3	Approved AI Tools: Strictly utilise only AI tools that have been explicitly approved by CUHKMC IT management.	M		
3.4	Prohibited Circumvention: Acknowledge the strict prohibition of unauthorised AI tools and circumvention methods (e.g., using unauthorized VPNs).	M		
3.5	Data Protection: Ensure no data of CUHKMC, which may include any personal data of any client or personnel of CUHKMC, confidential information, or proprietary information or materials, , source code, or object code of CUHKMC, is transferred or inputted into unauthorized AI tools.	M		
3.6	Intellectual Property (IP): Acknowledge that CUHKMC retains sole and exclusive ownership of all IP rights created, produced, developed, modified, or enhanced, or otherwise supplied under the Contract.	M		
3.7	Export Restrictions: Strictly prohibit the export of source code, object code, data, or documentation to external cloud or third-party platforms without prior written approval from CUHKMC.	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

4. Service Model, Operations & Performance

ID	Specification / Requirement Description	Mandatory (M) / Optional (O)	Compliance (Y/N)	Remarks
4.1	T&M Framework: Agree to deliver all Services on a Time-and-Materials (T&M) basis.	M		
4.2	SOW & NTE Caps: Ensure all Services and work are governed by SR and CUHKMC-approved Statements of Work (SOW) with clearly defined Not-To-Exceed (NTE) caps.	M		
4.3	Variation Management: Agree to manage SOW variations formally and obtain CUHKMC approval <i>prior</i> to the commencement of any out-of-scope work.	M		
4.4	Issue Tracking: Maintain an up-to-date Service Request (SR) register to track all tasks, bugs, and enhancements.	M		
4.5	Monthly Reporting: Provide detailed monthly status reports covering project progress, man-days incurred, and remaining NTE balances.	M		
4.6	Performance KPIs: Track, report, and participate in monthly reviews of agreed KPIs (e.g., Project schedule variance, Productivity, Defect density).	M		

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Schedule 7 – Compliance to Service Level Agreement

All requirements listed in Section 4 (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 SLS proposed is less stringent than, the said requirements, such tender proposal will not be considered.

We, the Tenderer named below, hereby confirm that the 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 4 (Service Level Agreement) of Part VI (Tender Brief);
or
- will comply with Section 4 (Service Level Agreement) of Part VI (Tender Brief) and be more stringent than such requirements in the following areas: -

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Schedule 8 – Experience and Job Reference

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Schedule 9 - 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 10B – IT Security Assessment Form

Tenderer is required to provide information on whether the 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, 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 11 - Consent to Disclosure

To: CUHK Medical Centre Limited (CUHKMC)

Re: Provision of Offsite Development Service for the CUHKMC Systems of CUHK Medical Centre

We, _____ *[insert the name of the Tenderer]*, hereby irrevocably authorise, consent, and agree that if CUHKMC agrees to engage us to carry out the Provision of Offsite Development Service for the CUHKMC Systems of CUHK Medical Centre, 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 13 - 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 14 – Price

Part A – Rate Card for each role and site and Price for Monthly Time-and-Materials Basis Services

Year	Description	Site	Technical Lead			Business Analyst			Specialist Engineer (AI & New Tech)			Senior Engineer			Engineer/QA Engineer			IT Support			Total Price (HK\$) by Year ((C) + (F) + (I) + (L) + (O) + (R)) x 240 working days per Contract Year
			Estimated Man-day (A)	Rate Card (per Man-day) HK\$ (B)	Sub-Total Cost HK\$ (C) = (A) * (B)	Estimated Man-day (D)	Rate Card (per Man-day) HK\$ (E)	Sub-Total Cost HK\$ (F) = (D) * (E)	Estimated Man-day (G)	Rate Card (per Man-day) HK\$ (H)	Sub-Total Cost HK\$ (I) = (G) * (H)	Estimated Man-day (J)	Rate Card (per Man-day) HK\$ (K)	Sub-Total Cost HK\$ (L) = (J) * (K)	Estimated Man-day (M)	Rate Card (per Man-day) HK\$ (N)	Sub-Total Cost HK\$ (O) = (M) * (N)	Estimated Man-day (P)	Rate Card (per Man-day) HK\$ (Q)	Sub-Total Cost HK\$ (R) = (P) * (Q)	
2026	Application Development and Maintenance Service	Local	1			1											1				
		Offshore					1			3				6							
2027	Application Development and Maintenance Service	Local	1			1											1				
		Offshore					1			4				6							
2028	Application Development and Maintenance Service	Local	1			1											1				
		Offshore					1			4				6							
	IT Technical and Operation Management Service	Local																1			
	Offshore						1			1				2							

Remarks:

1. Monthly Time-and-Materials - monthly invoice based on actual CUHKMC approved man-days incurred in the month multiplied by the Rate Card (by role and site). Each invoice shall attach the approved timesheets and the SR register extract.
2. The man-days listed in the table above are estimation only. They are estimates to be adopted for price assessment and are non-committal on the part of CUHKMC.
3. For tender price comparison and total contract value calculation, 1 FTE is equivalent to 240 man-days per Contract Year.
4. Rate Cards (being unit fee rates per man-day by role and site) shall be fixed for the three-year term and quoted in Hong Kong Dollars (HK\$).
5. The unit fee rates per man-day by role and site are all-inclusive and comprise all costs associated with the provision of the services, including but not limited to insurance, taxes, transportation, training, equipment, and any other direct or indirect expenses. CUHKMC shall not be liable for any additional costs beyond the quoted prices.

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Part B – Rate Card for each role and site for Milestone-based Time and Materials Basis Services

Tenderer shall confirm that the Rate Card for each role and site (Technical Lead, Senior Engineer, Business Analyst, and Engineer/QA Engineer) in this Part B is identical to the Rate Cards submitted in Part A of this Schedule.

We, the Tenderer named below, hereby confirm that (please tick, as appropriate):

The Rate Cards for each role and site for Milestone-based Time and Materials Basis Services is identical to the Rate Cards submitted in Part A of this Schedule 14.

Remarks:

1. Milestone-based Time-and-Materials - invoice by payment milestones set out in the payment schedule defined in the approved SOW (for example, 30% / 40% / 30%) or, as applicable, the approved SOW variation. The fees amount charged in each invoice shall be calculated based on the actual cumulative number of CUHKMC-approved man-days incurred from the commencement of the provision of Services under the approved SOW up to the relevant payment milestone × the Rate Card (by role and site), capped by the SR's NTE, LESS cumulative fees amount already invoiced (before Service Credits), and is only payable after CUHKMC accepts the deliverables in respect of the relevant payment milestone per the approved SOW or, as applicable, the approved SOW variation.
2. Rate Cards shall be fixed for the three-year term and quoted in Hong Kong Dollars (HK\$).

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

Telephone:

Email:

Authorised Signature:

Date:

Part VIII

APPENDIX(IES)

Appendix I CUHKMC IT Security Requirements (Please refer to Schedule 10A for details)

Note: Please contact CUHKMC Procurement Team via email at tender@cuhkmc.hk by **20 May 2026** in order to sign a Non-Disclosure Agreement and receive the document entitled “CUHKMC IT Security Requirements” (2025 version).

Appendix II CUHKMC Supplier IT Security Assessment Form (Please refer to Schedule 10B for details)

Note: This document is provided as a separate excel file together with this Invitation to Tender document.

End of Document