香港中文大學醫務中心
CUHK
Medical Clinic

Pioneering Solutions in Healthcare
開拓醫護新領域

Tender Reference No. : BM-TD-202603

2 November 2026

CUHK MEDICAL CLINIC LIMITED
INVITATION TO TENDER

Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic
(Tender Reference No.: BM-TD-202603)

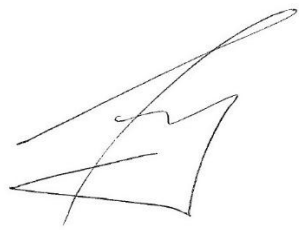
CUHK Medical Clinic Limited (CUHK Clinic) intends to invite Tenderer to submit a proposal for Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic.

If your company is interested, please submit a full proposal with all required submissions mentioned in the Tender documents by **12:00 noon on 18 November 2026 (HK Time).**

To ensure compliance with the Tender requirements, Tenderers are strongly advised to attend the site visit session prior to the submission of Tender. The site visit session at Tsim Sha Tsui Ocean Centre Eye Clinic will be arranged on **6 November 2026** tentatively. Interested tenderer please register by email (tender@cuhkmc.hk) **before 12:00 noon on 5 November 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 Clinic Limited at no cost.

Yours faithfully,



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

Enclosure

CUHK Medical Clinic Limited

Invitation to Tender

on

Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic

Tender Reference No.: BM-TD-202603

Tender Issue Date: 2 November 2026

Tender Closing Time and Date: 12:00 noon on 18 November 2026 (HK Time)

Part	**Titles**
I	Interpretation
II	Terms of Tender
III	Conditions of Contract
IV	Offer To Be Bound
V	CUHK Clinic's Brief
VI	Tender Brief
VII	Schedules of Submissions
VIII	Annex A – Requirements and Specifications

PART I

INTERPRETATION

1. Definitions

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

"Agreed Defects List"	means the list of all defects (which also include imperfections, shrinkages, faults) and outstanding work identified in any Works or any construction output of the Works which do not substantially affect or prevent the use of the Works at Practical Completion as agreed between CUHK Clinic and the Successful Tenderer and to which Practical Completion is subject;
"Certificate of Making Good Defects"	means the certificate or letter issued by CUHK Clinic to signify CUHK Clinic's acceptance of the rectification, making good of defects and performance of outstanding work completed by the Successful Tenderer in accordance with Clause 5 of the Conditions of Contract upon the end of the Defects Liability Period;
"Certificate of Practical Completion"	means the certificate issued by CUHK Clinic to signify CUHK Clinic's acceptance of the Works and Deliverables, subject to the defects and outstanding works as set out in the Agreed Defects List, upon Practical Completion;
"Contract"	means the contract made between CUHK Clinic and the Successful Tenderer for the provision of Services as provided for in clause 5 of Part II (Terms of Tender) of this document, together with all Variation Orders as mutually agreed between CUHK Clinic and the Successful Tenderer;
"CUHK Clinic"	means CUHK Medical Clinic Limited;
"CUHK Clinic Representative"	means the person acting for and on behalf of CUHK Clinic or any duly authorised officer of CUHK Clinic performing his/her duties from time to time;

"Date of Practical Completion"	means the date of practical completion stated in the Certificate of Practical Completion;
"Defects Liability"	has the meaning ascribed to it by Clause 5.1;
"Defects Liability Period"	means twelve (12) months commencing on the Date of Practical Completion;
"Deliverables"	means all tangible and intangible non-construction outputs, procured goods, information, reports, documents, documentation, software (if any), source codes (if any), object codes (if any), manuals, data, and materials created, supplied, produced, or submitted by or on behalf of the Successful Tenderer under the Contract, including, but not limited to, the as-built drawings (in both CAD and PDF format), statutory submissions and approvals, operation and maintenance (O&M) manuals, warranties, certificates, asset schedules, and spare parts lists;
"Invitation to Tender"	means this invitation to tender for the provision of the Services document 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) ("Conditions of Contract"), Part IV (Offer to be Bound), Part V (CUHK Clinic's Brief), Part VI (Tender Brief) ("Tender Brief"), Part VII (Schedules of Submission), the Annexes under Part VIII, and the respective appendices and/or attachments to each of the aforementioned Parts or to this document, issued by CUHK Clinic to Tenderers;
"Letter of Acceptance" or "LOA"	means a letter issued by CUHK Clinic to officially confirm the acceptance of the Tender submitted by the Successful Tenderer in writing;
"Practical Completion"	has the meaning ascribed to it by Clause 2D.3 of the Conditions of Contract;
"Price"	means the prices and/or fees for the Services as set out in the relevant Schedule as accepted by CUHK Clinic;
"Requirements"	means the requirements/specifications for the Works and other Services, and the provision thereof, as set out in the Tender

	Brief, the Schedules in this Invitation to Tender document, Annex A (Technical Specifications) under Part VIII of this Invitation to Tender document and its Appendices (collectively, "Technical Specifications"), the Conditions of Contract, and those as otherwise negotiated and agreed between CUHK Clinic and the Successful Tenderer in writing;
"Schedule"	means any schedule under Part VII (Schedules of Submission), and "Schedules" shall be construed accordingly;
"Services"	means the Works and other services to be performed or provided by the Successful Tenderer under the Contract;
"site"	means the new clinic site of CUHK Clinic at Suite 1226, 12th Floor, Ocean Centre, Harbour City, Kowloon, Hong Kong;
"Successful Tenderer"	means the Tenderer whose Tender is accepted by CUHK Clinic;
"Tender"	means the tender proposal submitted by a Tenderer in response to the Invitation to Tender, which comprises a technical proposal ("Technical Proposal") and a price proposal ("Price Proposal"), the Offer to be Bound, and the Schedules completed by the Tenderer, but excluding any terms and conditions, service agreement, or licence agreement of the Successful Tenderer or other third party included in, appended under, or incorporated (whether incorporated by way of reference or otherwise) into the Tender in connection with the provision of the Products and the Services;
"Tenderer" or "Company"	means the person, firm, or company whose details are set out in the relevant Schedule, and "Tenderers" shall be construed accordingly;
"Variation Order"	means an order for addition or variation to the scope of Works as set out in the Technical Specifications, together with the related additional price or price variation, issued by CUHK Clinic and as mutually agreed in writing between CUHK Clinic and the Successful Tenderer; and a "Variation" means the addition or variation of Works performed pursuant to such mutually agreed

	Variation Order;
"Working Day"	means a day (other than a Saturday, Sunday, public holiday, or a day on which banks in Hong Kong are authorised to close by law or regulation) in Hong Kong; and
"Work Materials"	has the meaning ascribed to it by clause 2C.1 of Part III (Conditions of Contract) of this document;
"Works"	means all design, design development, coordination, preparation of drawings and specifications, submission and approval services, demolition, fitting-out, alteration, renovation, construction, installation, decoration, fabrication, refurbishment, fitting-out, testing, commissioning, defects rectification (before and after Practical Completion), and preparation, compilation, and delivery of Deliverables, of which scope and requirements/specifications as more particularly set out in the Tender Brief, the Schedules in this Invitation to Tender document, and the Technical Specifications, as well as the provision of all labour, materials, equipment, tools, and supervision required for their execution and other works and services to be performed or provided by the Successful Tenderer under the Contract, also including all Variations. For the avoidance of doubt, the Works include the preparation and submission of proposals and recommendations for loose furniture, but exclude the procurement, purchase, manufacture, supply, delivery and installation of loose furniture unless expressly instructed by CUHK Clinic by a Variation Order. Where the context requires, "Work" refer to any construction output of Works performed.

2. Interpretations

In the documents issued by CUHK Clinic 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, Annex, or an Appendix are references to a Schedule under Part VII, an Annex under Part VIII, or an Appendix under any Part 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 the Tender Brief or in a Schedule or Annex, 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 Services subject to and in accordance with the tender requirements/specifications set out in the Tender Brief, the Terms of Tender, the Conditions of Contract, and other terms and conditions in this Invitation to Tender.

1.2 CUHK Clinic reserves the right in its absolute discretion to cancel this Invitation to Tender at any time before acceptance of any Tender.

1.3 CUHK Clinic 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 CUHK Clinic in relation to the Tender, under any circumstances (including the cancellation of this Invitation to Tender by CUHK Clinic).

1.4 The Tenderer acknowledges and agrees that CUHK Clinic is not responsible for the completeness and accuracy of any information provided in this Invitation to Tender, and the Tenderer has made its own independent evaluation of the business potential of the Tender Brief and it has submitted its Tender submission based solely on the result of such independent evaluation. The Tenderer shall be deemed to have satisfied himself/itself 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 their tender submission must comply with the Requirements and Conditions of Contract in every respect. 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, including without limitation, the Schedules, Offer to be Bound, Terms of Tender, Conditions of Contract, and the Tender Brief must not be altered by the Tenderer.

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

2.6 Tender may not be considered if complete information is not given with the Tender or if any particulars and data asked for in the Schedule are not furnished in full. Where appropriate, descriptive and technical literature should be submitted with the Tender. The CUHK Clinic Representative may request clarification of particulars and data supplied, or additional particulars and data, and if so the Tenderer shall have 4 Working Days or such further period as the CUHK Clinic Representative may specify to submit such further information. Failure to do so within the time period shall result in the Tender being considered incomplete.

2.7 CUHK Clinic 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.

2.8 CUHK Clinic 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 agree not to withdraw the offer constituted by such Tender for this period.

4 Tender Prices

4.1 The prices to be quoted by the Tenderer are to be in Hong Kong currency and must only be shown on the relevant Schedule. Such prices shall be net prices allowing for all trade and cash discounts and inclusive of all cost and expense to be incurred by the Tenderer in the performance of the Contract. Prices must remain valid for the duration of the Contract and for the provision of all of the Services.

4.2 Prices quoted in other currencies will be considered and if accepted, payment will be made in the quoted currency. All bank charges incurred by the Successful Tenderer will be borne by the Successful Tenderer.

4.3 For price comparison purposes, any prompt payment discount offered by the Tenderers will not be taken into consideration in assessment of Tender Prices.

4.4 Tenderers are reminded to ensure the accuracy of their Tender prices quoted in the Price Proposal. Under no circumstance will CUHK Clinic accept any request for price adjustment on grounds that a mistake has been made in the Tender prices quoted by a Tenderer.

5 Acceptance and Award of Contract

The Successful Tenderer will receive a letter of acceptance or a purchase order from CUHK Clinic as an indication of acceptance of the offer submitted by the Tenderer. The letter of acceptance or a purchase order, together with the Interpretation, the Terms of Tender, the Conditions of Contract, the Tender Brief, the Schedules as set out in this Invitation to Tender document, the Technical Specifications, the submitted proposal of the Successful Tenderer (or parts thereof) as accepted by CUHK Clinic,

the Offer to be Bound signed by the Successful Tenderer, and all other negotiated terms (if any) as agreed between CUHK Clinic and the Successful Tenderer shall constitute a binding contract between CUHK Clinic and the Successful Tenderer. Tenderer who does not receive any notification within one-hundred-and-twenty (120) days from the Tender Closing Date may assume that its Tender has not been accepted.

6 Not Used

7 Product / Service Information

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

8 New Information Relevant to Qualified Status

Tenderer shall inform CUHK Clinic immediately in writing of any circumstance or information which may affect its qualification to tender in this Tender. CUHK Clinic 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 CUHK Clinic'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, CUHK Clinic is not bound to accept any conforming Tender and reserves the right to cancel this Invitation to Tender.

10 Destruction of Unsuccessful Tender

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

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

11 Microsoft Windows Support

11.1 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 CUHK Clinic.

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 CUHK Clinic Representative.

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

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

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

b. Where permitted by law.

13 Commitment to Environmentally Responsible Purchasing

13.1 CUHK Clinic 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 CUHK Clinic 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 Measure

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

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

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

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

15 CUHK Clinic's Right to Disclose Information

CUHK Clinic shall have the right to disclose whenever it considers appropriate, or upon request (verbal or written) by any third party (including unsuccessful Tenderer) information of the Contract, such as the name and address of the Successful Tenderer, product description/brand/model/country of origin (if applicable), description of the relevant services (if applicable) and the value of the Contract, without reference to or consent from the Successful Tenderer. Unsuccessful Tenderer may also enquire as to the reason for the rejection of their tender submissions.

16 Offering Gratuities

Tenderer shall not, and shall assure that its employees, agents and sub-Successful Tenderers 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 the 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 Technical Proposal and the envelope for Price Proposal must be clearly stated with the subject of the Tender, the Tender reference number, and marked as either "Technical Proposal" or "Price Proposal". In the event of any conflict between the softcopy version and hardcopy version, the hardcopy version shall prevail.

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

- Part IV – Offer To Be Bound
- Part VII – Schedules of Submissions – Schedule 1, 2, 3, 5, 6, 7, 8 and 9

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

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

- Part VII – Schedules of Submissions – Schedule 4

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 18 November 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 CUHK Medical Centre are 9:00 am to 12:30 pm and 2:30 pm to 5:00 pm, Monday to Friday (except public holidays). **Late Tender submission will not be considered.**

17.5 The Tender Closing Time and Tender Closing Date will be extended to 12:00 noon of the next Working Day under the following situations:

a. A black rainstorm signal or tropical cyclone warning signal No. 8 or above issued by the Hong Kong Observatory is still in force between 9:00 am and 12:00 noon on the Tender Closing Date;

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

c. The "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 11 November 2026 (HK Time)** in written 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.

19 Site Visit Session at Tsim Sha Tsui Ocean Centre Eye Clinic

19.1 To ensure compliance with the Tender requirements, Tenderers are strongly advised to attend the site visit session prior to the submission of tender proposal. The site visit session at Tsim Sha Tsui Ocean Centre Eye Clinic will be arranged with details as below:

Date:	6 November 2026 (Tentative)
Time:	Morning Session (Exact gathering time will be confirmed after registration)

Gathering Venue: 12th Floor Lobby
Ocean Centre, Harbour City
5 Canton Road
Tsim Sha Tsui, Kowloon
Hong Kong

19.2 Each interested party will be allowed to send not more than two representatives to attend the site visit session. Prior registration for the site visit session by **12:00 noon on 5 November 2026** is required by email (tender@cuhkmc.hk), providing the company name, name(s) of participants, title(s) and contact phone number of the representatives.

19.3 The representatives attending the site visit shall wear appropriate personal protective equipment and take all necessary precautionary and safety measures for the site visit. CUHK Medical Clinic shall not be liable for any loss, damage, injuries whatsoever for or arising from the site visit claimed by the tenderer(s) or his persons.

PART III

CONDITIONS OF CONTRACT

1 Conditions of Supply

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

1A Successful Tenderer's Conditions

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

2 General Requirements

2.1 The Successful Tenderer shall provide the Services, and perform the Works, on a design-and-build basis in compliance with the Requirements for the duration of the Term in accordance with the provisions of the Contract, and CUHK Clinic 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 CUHK Clinic and comply with its duties and obligations, whether express or implied, in the Contract to the satisfaction of CUHK Clinic.

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 works 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, which include, but not limited to, using suitably qualified, skilled, and experienced employees, agents, and subcontractors to provide the Services; and the Successful Tenderer shall ensure that the Services provided shall meet quality standards and applicable local regulations.

2.4 The Successful Tenderer shall ensure that at all times it has, and will assign, adequate staff, tools, and equipment to efficiently and properly fulfil its obligations under the Contract.

2.5 The Successful Tenderer will provide the Services in a satisfactory and skillful manner and shall meet to the satisfaction of CUHK Clinic 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;
c. if applicable, clinical governance, policies, procedures, norms, and house rules of CUHK Clinic as provided by CUHK Clinic;
d. all applicable requirements and fit-out rules of the landlord and/or property manager of the site; and
e. all applicable utility-provider requirements.

2.7 The Successful Tenderer shall provide all necessary assistance and all information on all matters in relation to the Services requested by CUHK Clinic and/or the CUHK Clinic Representative.

2.8 The Successful Tenderer shall obey all instructions and comply with all reasonable requests that may be put forth by CUHK Clinic and/or the CUHK Clinic Representative.

2.9 The Successful Tenderer shall undertake to remove, reinstate, or re-align any of its works undertaken under the Contract if so reasonably required by CUHK Clinic at any time during the term of the Contract.

2.10 CUHK Clinic may have engaged and/or will engage other contractor(s) ("Other Contractor(s)") to perform other work (whether or not in connection with any of the Products, the Services, and work performed under the Contract) on the same job site (physical or otherwise) at any time contemporaneously with the 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). CUHK Clinic 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 CUHK Clinic for additional payment due to delays or other conditions created by the operation of Other Contractor(s).

2.11 CUHK Clinic 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 CUHK Clinic, other tenants or occupiers of the building in which the site is located, or the respective customers or visitors of the said tenants or occupiers or disruption to the normal routines and operations of CUHK Clinic.

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 CUHK Clinic, other tenants or occupiers of the building in which the site is located, or the respective customers or visitors of the said tenants or occupiers.

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 under the Contract as well as

any times, dates, or periods that may by agreement between CUHK Clinic and the Successful Tenderer be substituted for any of them.

2.15 CUHK Clinic reserves the right to reject any part of the Works and the Deliverables which does not comply with the Requirements, and the Successful Tenderer must carry out the necessary remedial work or replacement without extra charge or delay.

2A Compliance with Requirements

2A.1 The Successful Tenderer shall ensure that the Works and the Deliverables delivered under the Contract shall comply with all the Requirements and all the technical literature supplied by the Successful Tenderer with its Tender as accepted by CUHK Clinic. If any of the Works and the Deliverables delivered fails to comply with any of the Requirements and the said technical literature or are in breach of any warranty given by the Company in respect of the Works and the Deliverables, CUHK Clinic may by notice in writing at any time and from time to time (i) reject all or part of the Works and the Deliverables delivered hereunder, or (ii) require the Successful Tenderer to repair, rework, reconstruct, or replace all or part of the Works and the Deliverables delivered hereunder, or (iii) terminate the Contract forthwith, but without prejudice to other rights and remedies available to it herein, at law, or otherwise.

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

2B Delivery of materials, tools, equipment, and systems

2B.1 The Successful Tenderer shall, at its own expenses, procure and arrange supply and delivery of all the materials, tools, equipment, and systems required for the provision of the Services and/or to be incorporated into the Works and/or the Deliverables.

2B.2 The Successful Tenderer shall liaise/confirm with the building manager and shall be solely responsible for ensuring the route of delivery to the site or (if applicable) the site is of sufficient width, height, and floor loading etc. for the passage of the materials, tools, equipment, and systems referred to in Clause 2B.1.

2B.3 The Successful Tenderer shall be solely responsible for any loss or damage to the property of the landlord, building manager, other tenants or occupiers of the building in which the site is located, CUHK Clinic or any other third party caused during transportation, delivery, and (if applicable) installation of the materials, tools, equipment, and systems referred to in Clause 2B.1. All due measures should be taken by the Successful Tenderer to protect such property.

2B.4 The Successful Tenderer shall, at its own costs, be responsible for the clearance of all packing materials after delivery/installation of the materials, tools, equipment, and systems referred to in Clause 2B.1 and the removal and disposal of all such materials according to the requirements of the landlord or building manager and in compliance with the applicable laws and regulations.

2C Preliminary Inspection and Acceptance of Delivery

2C.1 Upon the arrival of the materials, tools, equipment, and systems to be incorporated into the Works and/or the Deliverables (collectively, "Work Materials") at the site, CUHK Clinic will conduct a preliminary inspection of the Work Materials in terms of appearance, packaging, quality, and quantity. No Work shall be commenced before CUHK Clinic has conducted the said preliminary inspection on the Work Materials and approve the use of the Work Materials.

2C.2 CUHK Clinic shall have the right to reject any Work Materials that do not meet the requirements of appearance, packaging, quality, and/or quantity as set out in the Requirements or otherwise in the Contract, Successful Tenderer shall replace the Work Materials that do not meet the said requirements in a timely manner at its own costs.

2D Practical Completion

2D.1 When the Successful Tenderer considers the Works and the Deliverables practically complete, it shall give written notice to CUHK Clinic requesting inspection/review and/or testing.

2D.2 All Works (together with the construction outputs thereof) and Deliverables shall be subject to inspection/review and/or testing by CUHK Clinic after construction, installation, and/or delivery. The Works and Deliverables shall be inspected/reviewed and/or tested for acceptance by CUHK Clinic to the satisfaction of CUHK Clinic. The Successful Tenderer shall repair, replace, rework, or reconstruct all faulty or defective parts and rectify all defects, non-conformities, and issues in relation to the Works and/or Deliverables arising from defective design, materials, workmanship, or any other causes discovered during the process of testing and acceptance. All repaired, replaced, reworked, reconstructed, and rectified parts, Works, and/or Deliverables shall be subject to further inspection/review and/or re-testing for acceptance to the satisfaction of CUHK Clinic.

2D.3 Practical completion occurs when all the Works are substantially complete to the design intent and the confirmed layout, be fit for the intended use and purpose and in accordance with the Requirements, and have passed all the inspections/reviews and/or acceptance testing required for commissioning to the satisfaction of CUHK Clinic, subject to the defects and outstanding works as set out in the Agreed Defects List, together with all the Deliverables delivered to the satisfaction of CUHK Clinic as well as the site is clean, safe, and ready for handover to CUHK Clinic for immediate use ("Practical Completion"). If the requirements for Practical Completion are satisfied, CUHK Clinic will issue a Certificate of Practical Completion in which the Date of Practical Completion is stated.

2D.4 Practical Completion, occupation, payment or inspection does not constitute acceptance of any defective or non-compliant Work or Deliverable and does not relieve the Successful Tenderer of liability.

2E Rejections

2E.1 CUHK Clinic reserves the right to reject any Work Materials in the event that:

a. the Work Materials are manufactured in a country/region other than the one originally quoted by the Successful Tenderer and accepted by CUHK Clinic;

b. the Work Materials are manufactured by a manufacturer and in a manufacturing facility other than the ones originally quoted by the Successful Tenderer and accepted by CUHK Clinic;

c. the Work Materials are of a brand and/or model number or version other than the ones originally quoted by the Successful Tenderer and accepted by CUHK Clinic or

d. the Work Materials are not new and unused ones.

2E.2 If CUHK Clinic rejects any Work or Deliverable or any part thereof for whatever reason, the Successful Tenderer shall remove the same at its own expense within 3 Working Days of being notified in writing by CUHK Clinic of the rejection. If the Successful Tenderer fails to remove such Work or Deliverable or part thereof within such period, CUHK Clinic shall be entitled to dispose of such Work or Deliverable or part thereof as it sees fit. No liability shall attach to CUHK Clinic in respect of such disposal.

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

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

2F Expert Determination Expenses

Without prejudice to other rights or remedies available to CUHK Clinic herein or at law, if CUHK Clinic determines that there are any defects in any of the Works or Deliverables (or any part thereof), the Successful Tenderer shall be responsible for any expenses incurred in engaging a surveyor or any expert to establish and determine the nature of the defects.

2G Costs of Additional and Alternative Works

The Successful Tenderer will be responsible for the costs as determined by CUHK Clinic for any additional or alternative works to suit the Works and Deliverables delivery, storage, installation, and/or commissioning requirements if such have not

been highlighted clearly by the Successful Tenderer and confirmed acceptable by CUHK Clinic before the award of the Contract.

3 Delays

3.1 The Successful Tenderer shall achieve Practical Completion on or before the target completion date as specified in the Letter of Acceptance or (if not specified in the Letter of Acceptance) the Requirements ("Target Completion Date"). Time shall be of the essence for achieving Practical Completion.

3.2 If the Successful Tenderer fails to achieve Practical Completion by the Target Completion Date, then the Successful Tenderer shall pay to CUHK Clinic as and by way of liquidated damages for any loss or damages sustained by CUHK Clinic and/or CUHK Clinic shall be entitled to withhold or make deduction(s) from, or adjustments to, the fee payable to the Successful Tenderer as provided for in the Contract.

3.3 The Parties acknowledge that (i) the Contract is an arm's length contract; (ii) CUHK Clinic shall suffer loss and damages in the event of failure of the Successful Tenderer to achieve Practical Completion by the Target Completion Date; (iii) the liquidated damages payable under the Contract are in the nature of liquidated damages, and not a penalty, and are fair and reasonable; and (iv) the payment of liquidated damages does not impose a detriment which is out of proportion to any legitimate interest of CUHK Clinic in enforcing the achievement of Practical Completion by the Target Completion Date.

3.4 Payment of liquidated damages does not relieve the Successful Tenderer from its obligation to complete the provision of the Services.

4 Title and Risk

4.1 The title to the Work Materials shall pass to CUHK Clinic when the Work Materials are delivered to the site. Passing of title does not constitute acceptance.

4.2 The Successful Tenderer bears the risk of loss of or damage to the Work Materials, Works and Deliverables until Practical Completion. The risk in the Works and Deliverables shall pass to CUHK Clinic upon Practical Completion.

5 Defects Liability

5.1 During the Defect Liability Period, the Successful Tenderer shall repair, replace, rework, or reconstruct all faulty or defective parts and rectify or make good any and all defects (which includes imperfections, shrinkages, faults), non-conformities, and issues in relation to the Works and Deliverables as listed in the Agreed Defects List and those discovered during the Defects Liability Period as well as complete the outstanding work as listed in the Agreed Defects List within the timeline specified in the Technical Specifications in accordance with this Clause 5 and the Requirements (collectively, "Defect Liability").

5.2 If the Successful Tenderer is not the manufacturer of any component of the Works and Deliverables, the Successful Tenderer shall ensure that the related Defects Liability provided under the Contract is provided by the manufacturer of such component unless agreed otherwise by CUHK Clinic under special circumstances such as the manufacturer declines to provide such services.

5.3 The Defects Liability shall be inclusive of the costs of all parts and components repaired, replaced, reworked, or reconstructed, their materials, and the labour involved. The Defects Liability shall include repair/ replacement/ rework/ reconstruction of faulty or defective parts or components; rectification or making good of any and all defects, non-conformities, and issues in relation to the Works and Deliverables arising from defective design, materials, workmanship, or any other causes as soon as they are discovered; and support CUHK Clinic to achieve compliance with relevant laws and regulations.

5.4 If any faulty or defective parts or components are not repaired, replaced, reworked, or reconstructed or any defects, non-conformities, or issues are not made good or any outstanding work is not completed within a reasonable time, CUHK Clinic may, after serving a notice on the Successful Tenderer, proceed to repair, replace, rework, or reconstruct the faulty or defective parts or components or rectify or make good the defects, non-conformities, or issues or to complete the outstanding work at the Successful Tenderer's risk and expense without prejudice to any other rights which CUHK Clinic may have against the Successful Tenderer.

5.5 The Successful Tenderer shall remain liable to CUHK Clinic under the terms of this clause whether or not any component of the Works and Deliverables, were manufactured by it, and the Successful Tenderer shall ensure that the supplier of any component of the Works and Deliverables not manufactured by it shall be under at least the same liability to the Successful Tenderer as the liability undertaken by the Successful Tenderer to CUHK Clinic pursuant to this clause.

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.

7 Price and Payment Term

7.1 In consideration of the provision of the Services in accordance with the terms and conditions of the Contract and to the satisfaction of CUHK Clinic, and subject always to any and all set-offs, deductions, and/or withholdings that CUHK Clinic may be entitled to under the Contract, CUHK Clinic 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 ("Payment Schedule") against valid invoices issued by the Successful Tenderer pursuant to payment applications, together with the relevant supporting documents required by CUHK Clinic, as approved by CUHK Clinic.

7.2 Payment applications, together with the relevant supporting documents required by CUHK Clinic, must be forwarded to CUHK Clinic in accordance with the Payment Schedule for its approval. CUHK Clinic shall not be held responsible for any delay in payment if the payment applications, together with the relevant supporting documents

required by CUHK Clinic, or the valid invoices are not properly addressed and delivered to CUHK Clinic.

a. Unless otherwise agreed by CUHK Clinic, 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 Works, Deliverables, and/or Services delivered within the meaning of clause 2D of this Part, to the satisfaction of CUHK Clinic and approval of the relevant payment applications.

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

7.3 The Price is fixed and inclusive of all labour and materials.

7.4 CUHK Clinic shall be entitled to retain such percentage or amount out of the Price payable as retention money in such manner as set out in the Technical Specifications, and such retention money will only be payable upon occurrence of the relevant events set out in the Technical Specifications. Payment of retention will be made by CUHK Clinic within 30 clear Working Days after occurrence of aforementioned events. For the avoidance of doubt, the final retention money will not be payable by CUHK Clinic if no Certificate of Making Good Defects is issued.

8 Recovery of Sums Due

Where the Successful Tenderer has incurred any liability to CUHK Clinic, whether at law or in equity and whether such liability is liquidated or unliquidated, CUHK Clinic 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 CUHK Clinic to the Successful Tenderer under the Contract.

9 Warranties, Representations, and Undertakings

9.1 The Successful Tenderer warrants and represents that:

a. every item of the Work Materials and every component of the Works and Deliverables (i) is new and unused, and (ii) shall conform to and perform in all respects in accordance with the Requirements, and the technical literature and other product specifications supplied by the Successful Tenderer with its Tender as accepted by CUHK Clinic;

b. the title to the Works and Deliverables conveyed to CUHK Clinic shall be good and its transfer is rightful;

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

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

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

f. the Work Materials shall be manufactured in the country/region, by the manufacturer(s), and in the manufacturing facility(ies), as applicable, and/or of the brand and/or model number or version as quoted by the Successful Tenderer and accepted by CUHK Clinic.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

apply to bind the Successful Tenderer and CUHK Clinic, respectively.

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

10 Liability and Indemnities

10.1 CUHK Clinic 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 CUHK Clinic 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 CUHK Clinic or any of its employees, agents, and subcontractors).

10.2 The Successful Tenderer shall indemnify each of CUHK Clinic 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 CUHK Clinic or any of its employees, agents, and subcontractors);

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

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

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

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

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

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

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

11 Insurance

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

a. Contractors' all risks insurance for the provision of the Services, with cover of public liability (including, but not limited to, legal liabilities arising out of loss or damage to its clients' and third parties' property and personal injury or death to persons other than its employees) for an insured amount of not less than HK$20 million for any one occurrence; and

b. employees' compensation insurance as required by the Employees' Compensation Ordinance.

11.2 The Successful Tenderer shall name CUHK Clinic, the landlord, and the building manager as additional insureds or include them as joint name in the contractors' all risks insurance policy referred to in Clause 11.1 of this Part in accordance with the Technical Specifications and the requirements of the building manager.

11.3 Without prejudice to Clause 11.1 of this Part, the insurance policies referred to in Clause 11.1 of this Part shall be effected with an insurer or insurers and in terms approved in writing by CUHK Clinic. The Successful Tenderer shall immediately inform CUHK Clinic if any of such insurances 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 CUHK Clinic's written request, the Successful Tenderer shall provide CUHK Clinic 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 the Successful Tenderer taking out insurance policies referred to in this clause 11.

12 Intellectual Property Rights

12.1 CUHK Clinic shall be the exclusive owner of all Deliverables created, developed, prepared, 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 CUHK Clinic of the Price/fees in accordance with the Contract shall operate to assign to CUHK Clinic 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 CUHK Clinic (whether during or after the Term) to execute, and shall ensure that all of its employees, designers, consultants, subcontractors, and other authors involved in creating, developing, preparing, supplying, or producing the Deliverables shall execute, such additional documentation as CUHK Clinic may require to provide evidence and confirm the assignment of such copyrights and intellectual property rights to CUHK Clinic, without additional charges, so as to give full effect to this Clause 12. Upon Practical Completion, the Successful Tenderer will be required to deliver to CUHK Clinic all working papers, computer disks, tapes, or other materials and documents provided to or prepared by the Successful Tenderer pursuant to the Contract. For the avoidance of doubt, delivery of all the Deliverables shall be a condition precedent to the Successful Tenderer's entitlement to the payment on Practical Completion.

12.2 Without prejudice to Clause 12.1 of this Part, the Successful Tenderer shall deliver to CUHK Clinic all drawings and documents that are in CAD format in their native, fully editable, and unlocked file format.

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

12.4 Upon request by the Successful Tenderer, CUHK Clinic may grant the Successful Tenderer a limited non-exclusive licence to use designated Deliverables on such terms and conditions to be mutually agreed between the Parties.

13 Corrupt Gifts

If the Successful Tenderer or any employee, agent, or subcontractor of the Successful Tenderer shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong) for the time being in force or any subsidiary legislation made thereafter or under any law of a similar nature in relation to the Contract or any other CUHK Clinic contract, CUHK Clinic shall have the right to terminate the Contract, without entitling the Successful Tenderer to any compensation therefor and the Successful Tenderer shall indemnify CUHK Clinic against all costs (including, but not limited to, legal costs and disbursements), claims, damages, losses, and expenses incurred or suffered as a result by CUHK Clinic in accordance with clause 10.2 of this part.

14 Applicable Law and Dispute Resolution

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

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

14.3 For any dispute, controversy, difference, or claim arising out of or relating to the Contract (each a "Dispute"), CUHK Clinic 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 CUHK Clinic and the Successful Tenderer within 30 days after such negotiation is first initiated by either or both of them, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one.

15 Data Protection

15.1 The Successful Tenderer shall, and shall ensure that its employees, agents, and subcontractors shall, comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) ("PDPO") and any applicable codes and guidelines issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong and/or other relevant regulatory or professional bodies (as may be amended from time to time).

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

16 Publicity

16.1 The Successful Tenderer shall submit to CUHK Clinic 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 CUHK Clinic or CUHK Medical Clinic is mentioned, identified, or referred to or any name, trade name, trade mark, service mark, logo, or other proprietary business designation of CUHK Clinic or CUHK Medical Clinic (collectively, "Marks") is shown, or from which a connection with CUHK Clinic 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 CUHK Clinic or CUHK Medical Clinic or use any Marks in any manner, without the prior written consent of CUHK Clinic and complying with CUHK Clinic's guidelines concerning making reference and use of Marks.

16.3 Nothing in the Contract expressly or impliedly constitutes an approval or endorsement by CUHK Clinic of any goods or services supplied by the Successful Tenderer, and the Successful Tenderer agrees not to conduct itself in such a way as to imply or express any such approval or endorsement. Nothing in the Contract shall confer on the Successful Tenderer any ownership rights in any Marks.

17 Confidential Information

17.1 The Successful Tenderer shall, shall ensure that its directors, officers, employees, agents, subcontractors, and professional advisors should: (i) treat any oral or written information of or about CUHK Clinic 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 CUHK Clinic 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 CUHK Clinic. Nothing in the Contract shall be deemed to confer any right or licence to the Confidential Information on the Successful Tenderer or any of its affiliates and the respective directors, officers, employees, agents, subcontractors, and professional advisors of the Successful Tenderer and its affiliates.

18 Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded the Contract, the Successful Tenderer's performance under the Contract shall be monitored and taken into account in evaluating the Successful Tenderer's tenders/ quotations in response to tender invitations/ invitations for quotation issued by CUHK Clinic in the future. If in the sole opinion of CUHK Clinic, the performance of the Successful Tenderer under the Contract is unsatisfactory, CUHK Clinic 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

CUHK Clinic, for such period as CUHK Clinic may in its entire discretion consider appropriate. Tenders/ quotations received from any tenderer who has been so disqualified from tendering/ quoting by CUHK Clinic shall be rejected.

19 Code of Conduct

Having due regard to the corporate image and reputation of CUHK Clinic and the need to uphold corporate social responsibilities, the Successful Tenderer shall, and procure its employees, agents, and subcontractors to, comply with the code of conduct of suppliers titled "Responsible Sourcing Guideline of CUHKMC" (as may be updated from time to time), which is applicable to all suppliers of CUHK Clinic. The Responsible Sourcing Guideline of CUHKMC can be obtained from the following website 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, workers, and subcontractors, 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, workers, and subcontractors (all of the aforementioned employees, workers, and subcontractors 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 CUHK Clinic; 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 CUHK Clinic and such other persons to ensure compliance with any applicable statutory requirements.

21 Environmental Protection

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

22 Term

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

23 Termination

23.1 The Contract may be terminated by CUHK Clinic by giving the Successful Tenderer fourteen (14) days' prior notice in writing to terminate the Contract.

23.2 If:

a. any Work or Deliverable is rejected for failing to comply with the Requirements;

b. the Successful Tenderer abandons the Works or has no progress in the Works;

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

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

e. 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 CUHK Clinic is non-remediable;

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

g. CUHK Clinic is given the right to terminate the Contract under any other terms of the Contract,

CUHK Clinic 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 CUHK Clinic may terminate the Contract forthwith without notice if:

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

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

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

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

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

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

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

23.4 Upon termination of the Contract, the Successful Tender shall:

a. stop work as directed;

b. make the site safe;

c. protect and hand over the Works, materials, and goods to CUHK Clinic or as directed by CUHK Clinic;

d. deliver all Deliverables such as as-built drawings, O&M manuals, warranties, certificates, asset schedules, and spare parts lists to CUHK Clinic or as directed by CUHK Clinic;

e. grant, transfer, and/or assign all licences, permissions, authorisations, rights, and/or consents (including, but not limited to, copyrights and other intellectual property rights) and assign or novate subcontracts and supply orders to CUHK Clinic and/or its designated persons as reasonably requested by CUHK Clinic, where legally possible;

f. return Confidential Information to CUHK Clinic; and

g. vacate the Site in an orderly manner.

23.5 Following termination due to default on the part of the Successful Tenderer, CUHK Clinic may complete, or may engage others to complete, the Works and Deliverables, and the Successful Tenderer shall pay to CUHK Clinic additional costs incurred by CUHK Clinic for completing such Works and Deliverables and indemnify CUHK Clinic for any and all losses, damages, and liabilities suffered by CUHK Clinic as a result of or in connection with such termination.

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

23.7 All provisions of the Contract which in order to give effect to their meaning need to

survive expiry or termination of the Contract shall remain in full force and effect after such expiry or termination.

24 No Partnership

Nothing in the Contract shall be taken to constitute a partnership, a joint venture or the relationship of principal and agent between CUHK Clinic 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 CUHK Clinic'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, agents, and subcontractors of any of the aforesaid agents and subcontractors as if they were the Successful Tenderer's own. Subcontracting any part of the Contract shall not relieve the Successful Supplier of any of its obligations or duties under the Contract.

25.2 The Successful Tenderer shall be solely liable, as principal on its own account and not as agent for and on behalf of CUHK Clinic, for making payments due to its subcontractors. The Successful Tenderer shall indemnify CUHK Clinic against any and all liabilities, losses, damages, costs (including legal fees and disbursements), and expenses suffered or incurred by CUHK Clinic (i) as a result of or in connection with the any Works, Deliverables, and/or Services performed by any of such subcontractors and/or the performance thereof and/or (ii) in defending any claim brought against CUHK Clinic by any of such subcontractors or any third party as a result of or in connection with the any Works, Deliverables, and/or Services performed by any of such subcontractors and/or the performance thereof.

25.3 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 CUHK Clinic and the Successful Supplier and supersedes any previous agreements or arrangements between them with respect to the subject matter of the Contract. The Successful Supplier acknowledges that in entering into the Contract, it has not relied on any statements, warranties, or representations given or made by CUHK Clinic. On the other hand, CUHK Clinic has relied on the warranties, representations, and undertakings, expressed or implied, contained in the Contract, and those made by the Successful Supplier in its Tender (including all Schedules submitted by the Successful Supplier), during the evaluation

of the Tender, and those from time to time made in the course of performance of the Contract.

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

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

28 Waiver

28.1 Time shall be of the essence for the Contract, but no failure or delay by CUHK Clinic 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 CUHK Clinic 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 CUHK Clinic granting the waiver.

29 Order of Precedence

In the event that there is any conflict, contradiction, or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction, or ambiguity:

a. Letter of Acceptance;

b. Conditions of Contract;

c. Tender Brief and Requirements and Specifications;

d. Schedules in this Invitation to Tender document;

e. Terms of Tender;

f. Interpretation;

g. Other negotiated terms as agreed between CUHK Clinic and the Successful Tenderer in writing (if any);

h. Tender proposal, including the Schedules as submitted by the Successful Tenderer (or part thereof), as accepted by CUHK Clinic and the Offer to be Bound signed by the Successful Tenderer; and

i. Variation Orders as mutually agreed by CUHK Clinic and the Successful Tenderer.

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 Invitation to Tender document and Schedules, which may during the period or periods specified in the Invitation to Tender document and Schedules be placed by CUHK Clinic at the prices quoted in the Schedules free of all other charges, subject to and in accordance with the Terms of Tender and Conditions of Contract, the Requirements, and other requirements/specifications in the Tender Brief.

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.

This Tender is submitted on behalf of myself / ourselves and the firm known as _____ of _____

Hong Kong and other partners hereof namely; (state names and residential addresses of all other partners):

_____

_____

4 In the event of 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

CUHK CLINIC'S BRIEF

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

Clinic at a Glance

CUHK Medical Clinic Limited ("CUHK Clinic"), which operates CUHK Medical Clinic ("Clinic"), a specialist clinic of the CUHK Medical Centre (CUHKMC), offers a broad range of medical services to patients.

Comprised of specialists and CUHK professors, our medical team upholds the core values of CUHKMC by striving for excellence, while dedicates ourselves to providing high-quality and personalised services to meet patients' needs.

With a social mission to bridge the service gaps between private and public healthcare in Hong Kong, CUHKMC is dedicated to offering quality healthcare service at transparent package prices. In line with the not-for-profit principle, all surpluses from all healthcare services will be ploughed back to the hospital for hospital development and the CUHK Faculty of Medicine for research and teaching.

For more information about CUHK Medical Clinic, please click into the clinic website: www.cuclinic.hk

PART VI
TENDER BRIEF

1. Purpose

CUHK Medical Clinic Limited ("**CUHK Clinic**" or "**the Company**") aims to invite Tenderers to submit their proposals for Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic.

2. Contract Term and Service Term

The Contract shall take effect from the award of the Contract (i.e., the date of the letter of acceptance or purchase order issued by CUHK Clinic) or such other commencement date of the Contract as set out in the letter of acceptance or purchase order issued by CUHK Clinic (the "Commencement Date"), and shall continue in force thereafter until the end of Defects Liability Period (the "Service Term"). The period of time from the Commencement Date to the end of the Service Term is referred to as the "Term".

3. Milestones and Timeline

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

No.	Milestones	Timeline
1	Invitation to Tender Issue Date	2 November 2026
2	Site Visit at Tsim Sha Tsui Ocean Centre	Tentative on 6 November 2026
3	Submission Deadline of Enquiries	11 November 2026
4	Tender Closing Time and Date	12:00 noon on 18 November 2026 (HK Time)
5	Tender evaluation (Tender Presentation (if any))	November 2026
6	Contract Award and Site Handover to the Successful Tenderer	Tentative Early December 2026
7	Date of Practical Completion	60 days from the date of commencement of works
8	Defects Liability Period	12 months from Date of Practical Completion

4. Scope of Services

4.1 CUHK Clinic is looking for a qualified and suitable supplier to carry out the Services in accordance with the requirements stipulated in Section 5 (General Specifications) of Part VI – Tender Brief and Part VIII Annex A, as well as any finalized requirement upon written consent by CUHK Clinic. For details of the requirements on the Services and the Deliverables, Tenderer should refer to **Part VIII Annex A – Requirements and Specifications for the Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic.**

5. General Specifications

5.1 Tenderer is required to provide the Services as indicated in Part VIII Annex A, and must ensure fully compliance with the specified requirements as stipulated. Tender proposal that consists of partial offer or do not fully comply with all specified requirement may not be considered.

5.2 Tenderer must indicate the extent of compliance with the requirements and specifications stipulated in Part VIII Annex A in Schedule 2. If the Tenderer wishes to include any counter-proposals in their tender response, detailed information must be provided. CUHK Clinic reserves the right to accept or reject any such offers.

5.3 Tenderer is requested to supply any information which the tenderer considers relevant to the proposal to CUHK Clinic, and CUHK Clinic reserves the right to ask the Tenderers to provide supporting documents to demonstrate the compliance of the requirements and specifications.

6. Presentation

Tenderer will be invited to deliver a presentation as part of the tender evaluation. The Tenderer shall bear its own costs for the presentation.

7. Submission of Tender

7.1 Two-Envelope Bidding

(a) This 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 the disqualification of the submission. 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 in the following manner:

(i) **Envelope 1 (Technical Proposal)** – contains the complete set of tender documents, **except** Schedule 4 – Price and all supplementing quotations.

Note: No Price information should be included in the Technical Proposal.

(ii) **Envelope 2 (Price Proposal)** – contains the Schedule 4 – Price and all supplementing quotations.

Note: Subject of the Tender, Tender reference number, Proposal Type ("Technical Proposal" or "Price Proposal") and Tender Closing Date shall be marked on the envelopes for easy identification. Details of the submission please refer to Clause 17 of Part II – Terms of Tender.

(b) The CUHK Clinic will not accept the Tender proposals if the Tenderer fail to submit the technical and price proposals in two separate sealed envelopes.

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

(a) **Schedule 1 – Company / Organisation Profile**

(i) Name and address of the company/business organisation.

(ii) Organisation charts of the company/business organisation.

(iii) Length and nature of business experience, including but not limited to

experience in the performance and/or provision of the Services.

(iv) A copy of its Articles of Association or other documents evidencing its business status.

(v) Copies of current business registration certificate.

(vi) Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform and/or provision of the Services.

(vii) Documentary evidence of any agency claimed by the Tenderer in relation to the Tender, whether on a sole or exclusive basis or otherwise.

(viii) Relevant experience in local and overseas market in providing the services in relation to the Tender, including client/project credentials, range and scope of services, etc.

(b) **Schedule 2 – Compliance to Requirements & Specifications**

Tenderer must indicate compliance with the requirements and specifications for Part VIII Annex A. If the Tenderer wishes to include any counter-proposals in their tender response, detailed information must be provided. CUHK Clinic reserves the right to accept or reject any such offers.

(c) **Schedule 3 – Job References**

Tenderer shall provide comprehensive details, including detailed photos of their proven track record (at least three).

(d) **Schedule 4 – Price**

Note: <u>Tenderer must submit the Schedule 4 in a separate sealed envelope for Price Proposal. No price information shall be included in the envelope of Technical Proposal. Failure to comply with this requirement will result in disqualification of the submission.</u>

(e) **Schedule 5 – Declaration on Convictions to Hong Kong Ordinance**

(f) **Schedule 6 – Supplementary Notes on 'Declaration on Convictions to Hong Kong Ordinances'**

(g) **Schedule 7 – Duly completed and signed Consent to Disclosure**

(h) **Schedule 8 – Duly completed and signed Non-Collusion Certificate**

(i) **Schedule 9 – Personal Data (Privacy) (Amendment) Ordinance**

(j) **Part IV – Offer To Be Bound**

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

8. Selection Criteria

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

Selection Criteria	Weighting
Technical Assessment	**50%**
(a) Company/Organisation Profile & Job References i. Organisation charts of the company/business organisation. ii. Length and nature of business experience, including but not limited to experience in the performance and/or provision of the Services. iii. Relevant experience in local and overseas market in providing the services in relation to the Tender, including client/project credentials, range and scope of services, etc.	20%
(b) Technical Competence Evaluation of the Tenderer's technical competence, including but not limited to operational capacity, and level of compliance with the technical specifications.	20%
(c) Organisation Chart and Composition of the Team Organization chart of the team assigned to this project with proven academic and professional qualifications, experience and the time allocation for this project.	10%
Price Assessment	**50%**

8.2 Technical Assessment

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

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

Any offer which has a weighted technical assessment score less than 25 marks will be considered disqualified and shall not proceed to Price Assessment.

8.3 Price Assessment

The weighted price assessment score is calculated as follows:

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

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

Part VII

SCHEDULE OF SUBMISSIONS

Schedule 1: Company / Organisation Profile

1. Name and address of the company/business organisation.
2. Organisation charts of the company/business organisation.
3. Length and nature of business experience, including but not limited to experience in the performance and/or provision of the Services.
4. A copy of its Articles of Association or other documents evidencing its business status.
5. Copies of current business registration certificate.
6. Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform and/or provision of the Services.
7. Documentary evidence of any agency claimed by the Tenderer in relation to the Tender, whether on a sole or exclusive basis or otherwise.
8. Relevant experience in local and overseas market in providing the services in relation to the Tender, including client/project credentials, range and scope of services, etc.

Person Authorized to Sign Tender

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

Schedule 2 – Compliance to Requirements & Specifications

1. Tenderer is required to provide the Services as indicated in Part VIII Annex A, and ensure fully compliance with the specified requirements as stipulated. Tender proposal that consists of partial offer or do not fully comply with all specified requirement may not be considered.

2. If the Tenderer wishes to include any counter-proposals which are better than the requirements of CUHK Clinic in their tender response, detailed information must be provided. CUHK Clinic reserves the right to accept or reject any such offers.

3. Tenderer is requested to supply any information which the tenderer considers relevant to the proposal to CUHK Clinic, and CUHK Clinic reserves the right to ask the Tenderers to provide supporting documents to demonstrate the compliance of the requirements and specifications.

	Compliance (Please tick one, as appropriate)	
	Yes	**No**
Requirements and specifications as stipulated in Part VIII Annex A – Requirements and Specifications for the Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic		

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

_____ _____

Telephone: Email:

_____ _____

Authorized Signature: Date:

_____ _____

Schedule 3 – Job References

The Tenderer must provide at least **three** completed Fitting Out Works project either in the public or private sector. Submission with photo documentation is required.

Client Record 1

Name of Fitting Out Works Projects	
Name of Client	
Contract Period	
Contract Value	HK$
Description of Service with Photos	

Client Record 2

Name of Fitting Out Works Projects	
Name of Client	
Contract Period	
Contract Value	HK$
Description of Service with Photos	

Person Authorized to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

Date: _____

Client Record 3

Name of Fitting Out Works Projects	
Name of Client	
Contract Period	
Contract Value	HK$
Description of Service with Photos	

Person Authorized to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

Date: _____

Schedule 4 – Price

Important Note:

i. Schedule 4 - Price must be submitted in the envelope of the Price Proposal (it must not be included in the envelope of Technical Proposal). Failure to comply with this requirement will result in the disqualification of the submission.

Total Tender Sum

Description	Total Amount (HK$)
Total Tender Sum (HK$):	

Notes:

1. Payment is subject to completion of respective tasks to the satisfaction of CUHK Clinic as evidenced by a written acceptance issued by CUHK Clinic.

2. The items specified above are only an estimation. The required item is subject to the actual operational needs of CUHK Clinic. CUHK Clinic is not obligated to order any item in any specific quantity.

3. The Price set out above is inclusive of all costs, expenses and other amounts payable in respect of the services as described in the Scopes of Fitting Out Works.

Person Authorized to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

Date: _____

Schedule 5 - Declaration on Convictions to Hong Kong Ordinance

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

Item	Ordinance	Content	Please "√" where appropriate		Details of Conviction
			No Conviction	Conviction (No. of times)	
1.	Employment Ordinance (Cap. 57) and Employers Compensation Ordinance (Cap. 282)	Any convictions which individually carry maximum fines corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance			
2.	Immigration Ordinance (Cap. 115) Section 17I(1)	Offence to be employer of a person who is not lawfully employable			
3.	Immigration Ordinance (Cap. 115) Section 41 and (Cap. 221) Section 89	Offence of aiding and abetting another person to breach his condition of stay			
4.	Immigration Ordinance (Cap. 115) Section 38A(4)	Offence of the construction site controller if a person not lawfully employable takes employment on a construction site.			

Person Authorized to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

Date: _____

Item	Ordinance	Content	Please "√" where appropriate		Details of Conviction
			No Conviction	Conviction (No. of times)	
5.	Mandatory Provident Fund Schemes Ordinance (Cap 485)	Section 7 (employer to arrange for employees to become Scheme members), Section 7A (employer and relevant employees required to contribute to registered scheme) and section 43E (making false or misleading statement)			
6.	Minimum Wage Ordinance (Cap 608)	Offence to be employer of a person who fails to pay minimum wage amounts to a breach of the wage provisions and wilfully and without reasonable excuse fails to pay wages to an employee when it becomes due.			

Remarks:

i. Tenderer shall note that this declaration is a mandatory requirement for the tender assessment. The information contained above shall be correct and genuine, if the Tenderer is subsequently found to have made a false declaration, the Tender will not be considered and the contract awarded will be terminated.

ii. The Successful Tenderer shall report this declaration to CUHK Clinic in every six (6) months' intervals throughout the contract period.

Person Authorized to Sign Tender

Name of Company with Company Chop: Name and Title:

_____ _____

Telephone: Email:

_____ _____

Authorized Signature: Date:

_____ _____

Schedule 6 - Supplementary Notes on 'Declaration on Convictions to Hong Kong Ordinances'

1. For the purpose of tender evaluation, if the Tenderer concerned has obtained any conviction under the relevant sections of the Ordinances mentioned in this Declaration form (hereinafter referred to "relevant Ordinances"), its Tender offer shall not be considered for a period of five (5) years from the date of conviction.

2. Convictions will be counted irrespective of whether they are obtained in respect of a government or private contract and irrespective of the type of services offered under the contract. Convictions will be counted by the number of summonses convicted.

3. Conviction under appeal or review should still be counted for the purpose of tender evaluation until it is quashed by the Court.

4. CUHK Clinic will not consider the Tender further or terminate the Contract if the Tenderer or Successful Tenderer is subsequently found to have made a false declaration at the tendering stage.

5. If the Tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, the Tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has obtained any conviction under the relevant Ordinances during the period mentioned in paragraph 1 above. In the present context, shareholder or participant means the company holding the share or participating in the partnership or unincorporated joint venture.

6. Tenderer shall note that convictions under the relevant Ordinances after the tender closing date will be taken into account. That is, if a Tenderer, to whom the Contract is intended to be awarded after tender evaluation, has obtained any conviction under the relevant Ordinances before the letter of acceptance of the offer is issued, CUHK Clinic will not award the contract to the concerned Tenderer.

Person Authorized to Sign Tender

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

Schedule 7 - Consent to Disclosure

To: CUHK Medical Clinic Limited (CUHK Clinic)

Re: Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic
(Tender No.: BM-TD-202603)

We, , _____*[insert the name of the Tenderer]*, hereby irrevocably authorise, consent and agree that if CUHK Clinic agrees to engage us to carry out the Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic, CUHK Clinic 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 CUHK Clinic 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 CUHK Clinic for any losses, damages, costs, charges, liabilities, demands, proceedings, and actions that may arise out of or in consequence of such disclosure by CUHK Clinic.

Dated this day of

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

Signature of Witness
Name of Witness:
Occupation:
Address:

Schedule 8 - Non-Collusion Certificate

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

(a) Communicate to any person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

(b) Enter into agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

(c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed Tender any act or thing of the sort described above.

In this certificate, the word "person" includes any person and any body or association, corporation or unincorporated, and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We expressly acknowledge and agree that, without prejudice to any other rights of CUHK Clinic, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, CUHK Clinic may:

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

Person Authorized to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorized Signature: _____

Date: _____

Schedule 9 - Personal Data (Privacy) (Amendment) Ordinance

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

a. I shall/We will and shall/will procure my/our employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time) ("Personal Data") collected by and provided to me/us for the purpose of this Tender/Agreement.

b. I/We shall not keep Personal Data longer than is necessary for the fulfilment of the purpose (including any directly related purpose) for which the same are or to be used. I shall/we will:

i. return, destroy or permanently erase all such Personal Data;
ii. destroy or permanently erase all copies of such Personal Data made by me/us; and
iii. use all reasonable endeavors to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies made by it or him,

in each case, save to the extent that I am/we or the recipients are required to retain any such Personal Data by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body.

c. I shall/We will take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of Personal Data collected by or transferred to it having particular regard to:

i. the kind of Personal Data and the harm that could result if any of those things should occur;
ii. the physical location where the Personal Data are stored;
iii. any security measures incorporated (whether by automated means or otherwise) into any Goods in which the Personal Data are stored;
iv. any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
v. any measures taken for ensuring the secure transmission of Personal Data.

Person Authorized to Sign Tender

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

PART VIII

ANNEX A – REQUIREMENTS AND SPECIFICATIONS

1. Project Particulars

1.1. Project title: Fitting Out Works to Tsim Sha Tsui Ocean Centre Eye Clinic

1.2. Premises: Suite 1226, 12th Floor, Ocean Centre, Harbour City, Tsim Sha Tsui

1.3. Project type: Fit-out works by Design and Build

1.4. Intended occupation/use: Out-patient Eye Clinic for consultation and treatment

1.5. Target completion date: 29 January 2027 (tentative)

1.6. Landlord: Wharf Realty Limited

1.7. Building Management/Premises Management Company: Harbour City Estates Limited

1.8. Retention Money: 10% of Works Done; 5% payable upon Practical Completion and 5% payable after issuance of Certificate of Making Good Defects

2. Scope of Works

2.1. The Tenderer shall design, supply, deliver, install, test, commission, complete and hand over the Works in accordance with the CUHK Clinic's requirements as set out in the Contract, the approved submissions, and all applicable statutory and building management requirements (including, but not limited to, the Building Management Fit-out Requirements as listed in Appendix D to this Annex).

2.2. The Works shall include all labour, materials, plant, tools, parts, constructional processes, temporary works, services, supervision, management, administration, setting-out, protection, testing, commissioning, cleaning, and close-out documentation necessary for a complete fit-out.

2.3. The Works shall include all architectural, building services, and associated works described in this document, whether or not specifically shown on drawings, where reasonably necessary for a complete and operable fit-out.

2.4. The Tenderer shall include all interface works required to connect with existing landlord/base-building services, subject to building constraints and approvals.

2.5. Inclusions and exclusions in the scope of Works are set out in Appendix A to this Annex. Exclusions shall be limited to those expressly stated in Appendix A to this Annex.

3. **Existing Conditions**

3.1. The site is to be handed over in the "as is" condition. Existing site information and site photos are set out in Appendix C and Appendix D to this Annex, respectively. Tenderer shall satisfy itself as to the site conditions, dimensions, access arrangements, and existing services/facilities/installations before submission of the proposal.

3.2. Any discrepancy between site conditions and information provided by CUHK Clinic shall be notified immediately.

3.3. The Tenderer shall be responsible for all measurement verification required for design, fabrication, and coordination.

3.4. Existing installations to remain shall be protected from damage, dust, vibration, and contamination.

3.5. Any damage caused by the Tenderer shall be repaired at the Tenderer's own cost.

4. **Design Responsibility**

4.1. The Tenderer shall be responsible for the design of all parts of the Works identified as Contractor-designed or Design and Build.

4.2. The Tenderer shall appoint suitably qualified designers for architecture, structural, mechanical, electrical, plumbing and drainage, fire services, and any other required disciplines.

4.3. The design shall comply with the CUHK Clinic's requirements as set out in the Contract (including, but not limited to, the requirements set out in Appendix B to this Annex), building rules, and all applicable statutory requirements.

4.4. The Tenderer shall coordinate all disciplines so that the Works are fully integrated and buildable.

4.5. The Tenderer shall remain fully responsible for design adequacy notwithstanding any review or comment by CUHK Clinic, Landlord, or Building Management.

5. **CUHK Clinic's Functional Requirements**

5.1. The fit-out shall provide 3 consultation rooms, treatment room, laser room, investigation rooms, dispensing room, reception, waiting area, staff room, and any other functional spaces required.

5.2. The layout shall support the CUHK Clinic's operational requirements, circulation, security, accessibility, and future flexibility.

5.3. The design shall achieve efficient use of area while maintaining safe egress, compliance, and maintainability.

5.4. Any special requirements for branding, client areas, back-of-house areas, or secure zones shall be incorporated.

5.5. The Tenderer shall propose any value engineering only if it does not reduce functionality, durability, safety or compliance.

5.6. The Tenderer shall ensure the provision of adequate storage space.

6. Architectural Requirements

6.1. Style and design should be similar to the Eye Centre on 1st floor of CUHK Medical Centre at 9 Chak Cheung Street.

6.2. Partitions shall be suitable for the intended use, acoustic performance, and fire-rating requirements where applicable.

6.3. Ceilings, flooring, finishes, joinery, glazing, doors, and hardware shall be of medical grade suitable for high-volume use.

6.4. Finishes shall be durable, maintainable, and compatible with the operational use of the premises.

6.5. All materials shall be new and unused, fit for purpose, and of merchantable quality.

6.6. Colour, texture, and finish selections shall be submitted for approval before procurement.

7. Building Services Requirements

7.1. The Works shall include all necessary HVAC modifications, balancing, controls, and air distribution arrangements. Environment should be maintained as per standards specified in the Health Technical Memorandum and COP from the Department of Health.

7.2. Electrical works shall include power distribution, lighting, emergency lighting, small power, containment, earthing, and testing.

7.3. Plumbing and drainage works shall include any hand washing facilities, sinks, condensate, and related drainage connections.

7.4. Fire services works shall include interfaces, modifications, and testing required by the approved design and building requirements and applicable laws and regulations.

7.5. Extra-low voltage (ELV) works shall include data, telecom, AV, access control, security, CCTV, and other systems as required by CUHK Clinic.

7.6. The Tenderer shall ensure all systems are coordinated, commissioned, and suitable for the intended occupancy.

7.7. All building services are to be connected to the points of provision from the Landlord / Building Management.

8. **Statutory Compliance**

8.1. The Tenderer shall comply with all applicable laws, ordinances, regulations, codes of practice, and authority requirements in Hong Kong applicable to this Agreement.

8.2. The Tenderer shall identify all required approvals, submissions, and inspections before commencing any relevant work.

8.3. The Tenderer shall prepare and submit all documents required for statutory compliance and licensing unless expressly stated otherwise.

8.4. No work requiring approval shall commence until the relevant approval has been obtained.

8.5. The Tenderer shall provide copies of all approvals, certificates, and completion documents to CUHK Clinic at handover.

9. **Building Management Requirements**

9.1. The Tenderer shall comply with the Landlord / Building Management's fit-out handbook, house rules, permit procedures, insurance requirements, access rules, and working hour restrictions (including, but not limited to, those set out in Appendix D to this Annex).

9.2. The Tenderer shall obtain all Building Management approvals and permits before site work begins.

9.3. The Tenderer shall observe restrictions on loading/unloading, waste removal, noisy works, material storage, and common area protection.

9.4. The Tenderer shall be responsible for all deposits, fees, and charges imposed by the Building Management arising from the Works, unless otherwise stated in the Contract.

9.5. The Tenderer shall ensure all subcontractors and workers comply with the building rules at all times.

9.6. The Tenderer must engage Building Management's nominated sub-contractors for specific Works listed in Appendix E to this Annex.

10. **Submission Requirements**

10.1. The Tenderer shall submit a design programme and submission schedule within 3 days from award.

10.2. The Tenderer shall submit layout/schematic design, detailed design, shop drawings,

material samples, method statements, testing and commissioning plans, and any authority submissions required.

10.3. Each submission shall identify revisions, dates, drawing numbers, scale, and discipline.

10.4. The Tenderer shall allow sufficient time for review, comment, resubmission, and approval.

10.5. The Tenderer shall not proceed with fabrication or installation of any item requiring approval until written approval is obtained from CUHK Clinic (can be given by email).

11. **Programme and Sequencing**

11.1. The Tenderer shall submit a detailed construction programme showing design, procurement, approvals, site works, testing, commissioning, and handover in accordance with the submission schedule.

11.2. The programme shall identify critical path activities and long-lead items.

11.3. The Tenderer shall coordinate work sequencing to minimize disruption to building operations and adjacent tenants.

11.4. Any phased handover requirements shall be clearly shown in the programme.

11.5. Delays caused by late submissions, incomplete coordination, or failure to obtain approvals shall remain the Tenderer's responsibility unless otherwise expressly stated.

12. **Site Execution**

12.1. The Tenderer shall provide a full-time competent site representative throughout the Works.

12.2. The Tenderer shall maintain proper site supervision, housekeeping, safety measures, and security.

12.3. All materials shall be handled, stored, and installed to prevent damage and contamination.

12.4. The Tenderer shall protect finished works, adjacent areas, and existing services from damage.

12.5. The Tenderer shall remove debris regularly in accordance with the fitting-out guidelines of the building and applicable laws, and leave the site clean at all times.

13. **Health and Safety**

13.1. The Tenderer shall be solely responsible for site safety, method statements, risk assessments, and safe systems of work.

13.2. The Tenderer shall ensure all workers are properly trained, competent, and legally permitted to work on site.
13.3. Personal protective equipment, permits to work, hot works controls, and working at height controls shall be enforced.
13.4. The Tenderer shall comply with all landlord and building safety procedures.
13.5. Any unsafe practice may be stopped immediately by the CUHK Clinic or its representatives, without relieving the Tenderer of responsibility.

14. **Quality Control**

14.1. The Tenderer shall implement a quality plan appropriate to the scope and complexity of the Works throughout the execution of the Works.
14.2. The Tenderer shall inspect and test Works at appropriate stages and keep records available for review. In particular, photo records should be kept for concealed Works.
14.3. Mock-ups or sample areas shall be provided where required by CUHK Clinic.
14.4. Defective materials or workmanship shall be removed and replaced at the Tenderer's own cost.
14.5. The Tenderer shall ensure workmanship is consistent across all areas of the Works.

15. **Testing and Commissioning**

15.1. The Tenderer shall test and commission all systems to demonstrate full operation and compliance with the design intent.
15.2. Testing shall include balancing, functional testing, integrated testing, and any statutory inspection or certification required.
15.3. The Tenderer shall provide commissioning records, test certificates, and calibration data.
15.4. Defects identified during testing shall be rectified to CUHK Clinic's satisfaction before handover.
15.5. The Tenderer shall arrange and attend all witness tests required by CUHK Clinic or Building Management.

16. **Completion and Handover**

16.1. Practical Completion shall mean the Works are complete to the design intent and the confirmed layout, safe, fit for the intended use and purpose and in accordance with the Requirements, operable, cleaned, and ready for occupation except for minor agreed snag items and outstanding work that do not prevent use as contained in the Agreed

Defects List (which shall be rectified in accordance with paragraph 17 below).

16.2. The Tenderer shall submit all completion documents, including as-built drawings, O&M manuals, warranties, certificates, asset schedules, and spare parts lists. Documents required for licensing should be signed and certified by parties bearing the necessary qualifications.

16.3. The Tenderer shall provide training for CUHK Clinic's staff on all relevant systems and equipment.

16.4. The Tenderer shall obtain and submit all required completion certificates and approvals.

16.5. Final handover shall not be deemed complete until all contractual deliverables are received.

16.6. Liquidated Damages shall be deducted from the contract sum for delay completion.

17. **Defects Liability**

17.1. The defects liability period shall be 12 months from Practical Completion.

17.2. The Tenderer shall attend and rectify the agreed defects identified upon Practical Completion within three (3) days from Practical Completion and the defects discovered after Practical Completion within three (3) days from notification, or within a reasonable period directed by CUHK Clinic.

17.3. Defects, whether discovered before or after Practical Completion, arising from design, materials, workmanship, or installation shall be remedied to the satisfaction of CUHK Clinic at the Tenderer's own cost.

17.4. The Tenderer shall re-test any affected systems after rectification where necessary, to the satisfaction of CUHK Clinic.

17.5. All defect rectification shall be completed without unreasonable disruption to the CUHK Clinic's operations.

18. **Insurance and Liabilities**

18.1. The Tenderer shall maintain all insurances required by the Contract, Building Management, and applicable laws (such as the Employees' Compensation insurance).

18.2. The Tenderer shall indemnify CUHK Clinic against liabilities arising from the Works to the extent caused by the Tenderer, its designers, subcontractors, or workers.

18.3. The Tenderer shall ensure all subcontractors maintain appropriate insurance.

18.4. Joint name Contractor's All Risks Insurance with Public Liability Cover of HK$20,000,000.00 required, with CUHK Medical Clinic Limited as Tenant; Harbour

City Estates Limited as Building Manager and Wharf Realty Limited as Landlord. Such insurance shall be maintained throughout the execution of the Works until the end of the defects liability period, that is, upon issuance of the Certificate of Making Good Defects.

18.5. Evidence of insurance provided for in this paragraph 18 shall be submitted before commencement and renewed throughout the execution of Works.

18.6. Insurance cover shall not relieve the Tenderer of any obligation under the Contract.

19. **Documentation**

19.1. The Tenderer shall keep proper records of approvals, inspections, variations, site instructions, test results, and correspondence.

19.2. The Tenderer shall maintain a revision-controlled set of drawings and specifications throughout the project.

19.3. Upon completion, the Tenderer shall deliver all as-built drawings in PDF and editable format.

19.4. O&M manuals shall be indexed, project-specific, and relevant to installed equipment only.

19.5. All documents shall be in English or Chinese, unless otherwise stated.

20. **Appendices**

This part is only available for viewing after signing the Confidentiality Agreement with CUHK Clinic. Please contact CUHK Clinic via email at tender@cuhkmc.hk to sign a Confidentiality Agreement to receive the documents listed below:

20.1. Appendix A: Scope Inclusions and Exclusions

20.2. Appendix B: Employer's Brief and Particular Requirements

20.3. Appendix C: Existing Site Information

20.4. Appendix D: Building Management Fit-out Requirements

20.5. Appendix E: Contacts for Building Management's Nominated Sub-contractors for Specific Works

20.6. Appendix F: Charges Related to the Management Company and Liquidated Damages

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