香港中文大學醫院
CUHK
Medical Centre

Pioneering Solutions in Healthcare
開拓醫護新領域

Tender Reference No. : IT-TD-202602

3 November 2026

CUHK MEDICAL CENTRE LIMITED
INVITATION TO TENDER
Provision of Maintenance and Support Services for Hospital Server Farm
(Tender Reference No.: IT-TD-202602)

CUHK Medical Centre Limited (CUHKMC) intends to invite Tenderers to submit a proposal for Provision of Maintenance and Support Services for Hospital Server Farm.

If your company is interested, please submit a full proposal with all required submissions mentioned in this Invitation to Tender by **12:00 noon on 30 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 Centre Limited at no cost.

Yours faithfully,

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

Enclosure

CUHK Medical Centre Limited

Invitation to Tender

on

Provision of Maintenance and Support Services for Hospital Server Farm

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Tender Reference No.: IT-TD-202602

Tender Issue Date: 3 November 2026

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

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

PART I

INTERPRETATION

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

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

	under, or incorporated (whether incorporated by way of reference or otherwise) into the Tender in connection with the provision of the Products and the Services;
"Tenderer" or "Company"	means the person, firm, or company whose details are set out in the relevant Schedule, and "Tenderers" shall be construed accordingly; and
"Products"	means the goods and products to be supplied by the Successful Tenderer under the Contract, which include, but not limited to, hardware, software, and local system networking;
"Services"	means the services to be provided and the work to be performed by the Successful Tenderer under the Contract, which include, but not limited to, consultancy, project management, the delivery, installation, configuration, testing, and commissioning of the Products, and the Maintenance and Support Services;
"Deliverables"	all the Products and other deliverables, information, reports, documents, documentation, software, source codes, object codes, manuals, data, and materials created, supplied, or produced in relation to the Products, the Services, and/or any work supplied, provided, or performed by or on behalf of the Successful Tenderer under the Contract;
"Price"	means, collectively, the prices for the Products and the fees for the Services as set out in the relevant Schedule as accepted by CUHKMC;
"Working Day"	means a day (other than a Saturday, Sunday, public holiday, or a day on which banks in Hong Kong are authorised to close by law or regulation) in Hong Kong.

PART II

TERMS OF TENDER

1 Invitation to Tender

1.1 Tenderers are invited to submit tenders for the provision of the Products and the Services subject to and in accordance with the Requirements, the Terms of Tender, the Conditions of Contract, and other terms and conditions in this Invitation to Tender.

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

1.3 CUHKMC will not be responsible for or liable to any Tenderer for any cost or expense incurred in relation to (i) the preparation or submission of the Tender; or (ii) any communication between the Tenderer and CUHKMC in relation to the Tender, under any circumstances (including the cancellation of this Invitation to Tender by CUHKMC).

1.4 The Tenderer acknowledges and agrees that CUHKMC is not responsible for the accuracy of any information provided in this Invitation to Tender, and the Tenderer has made its own independent evaluation of the business potential of the Tender Brief and it has submitted its Tender submission based solely on the result of such independent evaluation.

1.5 The Tenderers are required to fill in the information indicated in "Offer To Be Bound" (Part IV).

2 Tender

2.1 This Invitation to Tender relates to the supply and the provision of all (or any part) of the Products and the Services, respectively, whose details and specifications are set out in the Tender Brief.

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

2.3 The tender proposal and supporting documents are to be completed in English (except where certain supporting documents are expressly required to be in Chinese) and in permanent ink or typescript and submitted in the manner stipulated. Tenderer is required to stamp and initial next to any corrections made.

2.4 All parts of this Invitation to Tender, including without limitation, the Schedules, Offer to be Bound, Terms of Tender, Conditions of Contract, and the Tender Brief must not be altered by the Tenderer.

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

2.6 Tender may not be considered if complete information is not given with the Tender or if any particulars or data asked for in the Schedules are not furnished in full. Where appropriate, descriptive and technical literature should be submitted with the Tender. The CUHKMC Representative may request clarification of particulars and data

supplied, or additional particulars and data, and if so the Tenderer shall have 5 Working Days or such further period as the CUHKMC Representative may specify to submit such further information. Failure to do so within the time period shall result in the Tender being considered incomplete.

2.7 CUHKMC is not bound to accept the lowest or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

3 Tender Validity Period

Tender shall, unless otherwise indicated by the Tenderer, remain open for **one-hundred-and-twenty (120) days** after the Tender Closing Date ("Tender Validity Period") and the Tenderer agrees not to withdraw the offer constituted by such Tender for this period.

4 Tender Prices

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

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

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

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

4.5 CUHKMC reserves the right to negotiate with any Tenderer on the terms of the offer.

5 Acceptance and Award of Contract

The Successful Tenderer will receive a Letter of Acceptance from CUHKMC as an indication of acceptance of the offer submitted by the Tenderer. The Letter of Acceptance, together with the Requirements, the Interpretation, the Terms of Tender and the Conditions of Contract set forth herein, the submitted proposal of the Successful Tenderer (or parts thereof) as accepted by CUHKMC, the Offer to be Bound signed by the Successful Tenderer, and all other negotiated terms (if any) as agreed between CUHKMC and the Successful Tenderer shall constitute a binding contract between CUHKMC and the Successful Tenderer. Tenderer who does not receive any notification within one-hundred-and-twenty (120) days from the Tender Closing Date may assume that its Tender has not been accepted.

6 Presentation

Tenderer may be invited to provide a brief presentation.

7 Product/ Service Information

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

8 New Information Relevant to Qualified Status

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

9 Cancellation of Invitation to Tender

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

10 Destruction of Tender Submissions that are unsuccessful, etc.

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

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

11 Microsoft Windows Support

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

12 Personal Data

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

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

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

a. The CUHKMC Representative.

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

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

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

b. Where permitted by law.

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

13 Commitment to Environmentally Responsible Purchasing

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

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

14 Environmentally Friendly Measures

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

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

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

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

15 Consent to Disclosure

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

relevant services (if applicable), and the value of the Contract, without reference to or consent from the Successful Tenderer. Unsuccessful Tenderers may also enquire as to the reason for the rejection of their Tender submissions, and it is up to CUHKMC's discretion whether or not to respond.

16 Offering Gratuities

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

17 Tender Submission

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

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

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

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

- Part IV – Offer To Be Bound
- Part VII – Schedules of Submissions - Schedule 1A, 1B, 1C, 2, 3, 4, 5, 6, 7A, 7B, 8, 9 and 10

No Price information should be included in the Technical Proposal.

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

- Part VII – Schedules of Submissions - Schedule 11

17.4 Each tender proposal (and any accompanying document(s)), properly completed, and enveloped, must be placed in the Tender Box by **12:00 noon on 30 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 CUHKMC are 9:00 am to 12:30 pm and 2:30 pm to 5:00 pm, Monday to Friday (except public holidays). **Late Tender submission will not be considered.**

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

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

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

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

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

18 Tenderer's Enquiries

18.1 All enquiries relating to this Invitation to Tender and/or submission of Tender must be made before **12:00 noon on 16 November 2026 (HK Time)** in writing by email to tender@cuhkmc.hk.

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

PART III

CONDITIONS OF CONTRACT

1 Conditions of Supply

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

1A Successful Tenderer's Conditions

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

2 General Requirements

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

2.2 The Successful Tenderer shall diligently, promptly, and properly provide and co-ordinate the provision of the Services to CUHKMC and comply with its duties and obligations in the Contract to the satisfaction of CUHKMC.

2.3 The Successful Tenderer will provide the Services in a satisfactory and skillful manner and shall meet to the satisfaction of CUHKMC any complaints and criticisms that may be made.

2.4 The Successful Tenderer shall, and shall procure its employees, agents, and subcontractors to, comply with: -

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

2.5 The Successful Tenderer shall provide all necessary assistance and all information on all matters in relation to the Products and the Services requested by CUHKMC and/or the CUHKMC Representative.

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

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

2.8 The Successful Tenderer and its employees, agents, and subcontractors shall not perform any duties and obligations under the Contract in such a way that may cause disturbance

to patients, staff, or visitors of CUHKMC or disruption to the normal routines and operations of CUHKMC.

2.9 The Successful Tenderer shall not use any materials in the supply of the Products and/or the provision of the Services in any way that may cause harm, discomfort, or detriment to the health of the patients, staff, or visitors of CUHKMC.

2.10 The Successful Tenderer agrees that the times, dates, and periods shall be of the essence with respect to the supply of the Products and the performance of the Services specified to be subject to such requirement under the Contract as well as any times, dates, or periods that may by agreement between CUHKMC and the Successful Tenderer be substituted for any of them.

2.11 CUHKMC reserves the right to reject any part of the Products and/or the Services which does not comply with the Requirements, and the Successful Tenderer must carry out the necessary remedial work or replacement without extra charge or delay.

3 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.

4 Acceptance

4.1 All Services delivered / Deliverables shall be subject to review by CUHKMC and shall be deemed to have been accepted only when the CUHKMC Representative or any person duly authorised by him, furnishes the Successful Tenderer with an acceptance note.

4.2 The date of acceptance of the Services shall be determined by CUHKMC based upon the satisfactory completion of the Services.

4.3 The details of acceptance of the Services are annexed in Part VI - Tender Brief.

5 Delays

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

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

6 Price and Payment Term

6.1 In consideration of the supply of the Products and the provision of the Services in accordance with the terms and conditions of the Contract and to the satisfaction of CUHKMC, and subject always to any and all set-offs, deductions, and/or withholdings that CUHKMC may be entitled to under the Contract, CUHKMC will pay the Price to the Successful Tenderer in accordance with the payment schedule as set out in the Tender Brief or (if set out therein) the Letter of Acceptance ("Payment Schedule") against invoices issued by the Successful Tenderer.

6.2 Invoices and correspondence concerning payment must be forwarded to CUHKMC in accordance with the payment schedule specified in Part VI and Schedule 11. CUHKMC shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed and delivered to CUHKMC.

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

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

7 Warranties, Representations, and Undertakings

7.1 The Successful Tenderer warrants, represents, and undertakes that:

a. 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;

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

c. 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;

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

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

f. 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;

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

h. 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").

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

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

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

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

apply to bind the Successful Tenderer and CUHKMC, respectively.

7.4 The Successful Tenderer shall notify CUHKMC promptly when it reasonably foresees that there will be a forthcoming change of control in itself or, if the Successful Tenderer 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.

8 Liability and Indemnities

8.1 CUHKMC and its employees, agents, and subcontractors shall not be under any liability whatsoever for or in respect of:

a. Any loss of or damage to any of the Successful Tenderer's property or that of its employees, agents, or subcontractors however caused (whether by any negligence of CUHKMC or any of its employees, agents, and subcontractors or otherwise); or

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

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

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

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

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

d. any loss, damage, injury, or death referred to in clause 8.1 of this part (save and except any such injury or death caused by negligence of CUHKMC or any of its employees, agents, and subcontractors);

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

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

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

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

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

8.5 The Successful Tenderer shall, and (as applicable) shall procure its subcontractors and/or the manufacturers of the relevant Services/ Deliverables to, indemnify CUHKMC against all Claims arising at any time that the supply of the Deliverables or the provision of the Services by the Successful Tenderer, or the use or possession of the Deliverables by CUHKMC or its authorised users infringes any patent rights, copyrights, registered design, or other intellectual property rights of any third party, or on account of any claims for royalties arising from the sale, use, or possession of the Deliverables. The Successful Tenderer shall be liable for all Costs and Damages suffered or incurred by CUHKMC that may arise from any such Claims.

8.6 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 (Chapter. 71 of the Laws of Hong Kong).

9 Corrupt Gifts

If the Successful Tenderer or any employee, agent, or subcontractor of the Successful Tenderer shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong) for the time being in force or any subsidiary legislation made thereafter or under any law of a similar nature in relation to the Contract or any other CUHKMC contract, CUHKMC shall have the right to terminate the Contract, without entitling the Successful Tenderer to any compensation therefor and the Successful Tenderer shall indemnify CUHKMC against all costs (including, but not limited to, legal costs and disbursements), claims, damages, losses, and expenses incurred or suffered as a result by CUHKMC in accordance with clause 8.2 of this part.

10 Intellectual Property Rights

10.1 Subject to clause 10.2 of this Part, CUHKMC shall be the exclusive owner of all Deliverables created, supplied, or produced under the Contract, as well as the copyrights and intellectual property rights therein. The appointment of the Successful Tenderer and payment by CUHKMC of the Price/fees in accordance with the Contract shall operate to assign to CUHKMC automatically the entire copyright and intellectual property rights mentioned above without further act by either party to the Contract being necessary. The Successful Tenderer agrees upon demand by CUHKMC (whether during or after the Term) to execute such additional documentation as CUHKMC may require to provide evidence and confirm the assignment of such copyrights and intellectual property rights to CUHKMC. Upon completion of the Services, the Successful Tenderer will be required to deliver to CUHKMC all working papers, computer disks, tapes, or other materials and documents provided to or prepared by the Successful Tenderer pursuant to the Contract.

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

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

11 Applicable Law and Dispute Resolution

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

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

11.3 For any dispute, controversy, difference, or claim arising out of or relating to the Contract (each a "Dispute"), CUHKMC and the Successful Tenderer shall attempt in good faith to resolve such Dispute by negotiation. If a Dispute cannot be resolved by good faith negotiation between CUHKMC and the Successful Tenderer within 30 days after such negotiation is first initiated by either or both of them, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one.

12 Data Protection

12.1 The Successful Tenderer shall, 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).

12.2 Without prejudice to the generality of clause 12.1 of this part, the Successful Tenderer shall, and shall ensure that its employees, agents, and subcontractors shall, only use personal data (as defined in PDPO) received or collected pursuant to the Contract for the purpose of performing its obligations under the Contract and shall not transfer such personal data outside Hong Kong without the prior written consent of CUHKMC.

13 Publicity

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

13.2 The Successful Tenderer shall not publish or use any advertising or other publicity material referred to in clause 13.1 of this Part for any promotion or marketing purposes, or otherwise identify or refer to CUHKMC or CUHK Medical Centre or use any Marks in any manner, without the prior written consent of CUHKMC and complying with CUHKMC's guidelines concerning making reference and use of Marks.

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

14 Confidential Information

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

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

15 Confidentiality

Without prejudice to Clause 14 of the Conditions of Contract, the information provided in the Tender Brief should be kept in strict confidence. It cannot be passed to another party without CUHKMC's prior consent or used for purposes other than (i) working out the proposal and (ii) completing the tasks set out in the Tender Brief and (iii) obtaining insurance by the Successful Tenderer in connection with the Supplier or the Contract. All information submitted will be kept in strict confidence and used solely for assessment and selection purposes.

16 Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded the Contract, the Successful Tenderer's performance under the Contract shall be monitored and taken into account in evaluating the Successful Tenderer's tenders/ quotations in response to tender invitations/ invitations for quotation issued by CUHKMC in the future. If in the sole opinion of CUHKMC, the performance of the Successful Tenderer under the Contract is unsatisfactory, CUHKMC may in its absolute discretion disqualify the Successful Tenderer, its holding company(ies) and subsidiary(ies) from participation in any future tender invitations/ invitations for quotation issued by CUHKMC, for such period as CUHKMC may in its entire discretion consider appropriate. Tenders/ quotations received from any tenderer who has been so disqualified from tendering/ quoting by CUHKMC shall be rejected.

17 Code of Conduct

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

Responsible Sourcing Guideline of CUHKMC can be obtained from the website of CUHKMC at:
https://www.cuhkmc.hk/f/page/374/15410/Responsible%20Sourcing%20Guidelines%20of%20CUHKMC_230918.pdf

18 Occupational Safety and Health ("OSH")

18.1 The Successful Tenderer shall, so far as is reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees and workers, and shall procure and ensure that its agents and subcontractors shall also take all reasonable steps to ensure the health and safety at work of all of their respective employees and workers (all of the aforementioned employees and workers shall, collectively, be referred to as the "Hired Personnel") who are performing the Successful Tenderer's obligations under the Contract. The Successful Tenderer shall for the purpose of the Contract, where applicable:

a. Provide and maintain plant and systems of work that are safe and without risks to health;

b. Conduct regular work safety risk assessment exercises and make arrangements to ensure the safety and absence of risks to the health of the Hired Personnel in connection with the use, handling, storage, and transportation of plant or substances;

c. Provide adequate information, instructions, training, and supervision to the Hired Personnel on work safety;

d. Maintain the workplace, including ingress and egress thereto, as far as is within its control, safe, and without risks to health;

e. Conduct and monitor OSH compliance; and

f. Ensure that the Hired Personnel take care of the safety and health of other persons who may be affected by their act or omission and co-operate with CUHKMC and such other persons to ensure compliance with any applicable statutory requirements.

18.2 The Successful Tenderer shall fully indemnify CUHKMC from and against all claims, actions, proceedings, demands and suits brought against and/or fines and penalties imposed on CUHKMC arising directly or indirectly out of or in connection with the failure of the Successful Tenderer to comply with part or any obligations imposed under any applicable statutory requirements, including the Occupational Safety and Health Ordinance (Cap. 509 of the laws of Hong Kong) and all costs (including, but not limited to, legal costs and disbursements) and expenses in connection therewith.

19 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.

20 Term

The Term of the Contract refers to the period from the Commencement Date specified in the Tender Brief until 30 November 2029, unless the Contract is terminated earlier in accordance with the Contract. Each service component shall be provided until its applicable service end date specified in Part VI.

21 Termination

21.1 The Contract may be terminated by CUHKMC by giving the Successful Tenderer thirty (30) days' prior notice in writing to terminate the Contract.

21.2 If:

a. the Successful Tenderer is in breach of any of it warranties and undertakings under the Contract;

b. the Successful Tenderer is in breach of any of the terms of the Contract, if the breach is remediable but the Successful Tenderer fails to remedy such breach within thirty (30) days after the service of a notice from CUHKMC giving particulars of such breach and requiring its remedy;

c. the Successful Tenderer is in breach of any of the terms of the Contract which in the opinion of CUHKMC is non-remediable;

d. the Successful Tenderer has made a material misrepresentation during the tender process of the Contract; or

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

CUHKMC may at its discretion terminate the Contract forthwith without prejudice to its right and entitlement to claim damages for the breach.

21.3 CUHKMC may terminate the Contract forthwith without notice if:

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

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

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

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

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

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

g. there is a change of control in the Successful Tenderer (for this purpose, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporate, whether through the direct or indirect ownership of voting securities, by contract, or otherwise).

21.4 For any delay in the delivery of Goods and/or Services by the agreed timeline to CUHKMC and/or any failure of performance of the part of the Services due to any default of the Successful Tenderer, CUHKMC may consider issuing written warning. If the Successful Tenderer receives three (3) or more written warnings within a consecutive three (3) month period, CUHKMC reserves the right to terminate the Contract.

21.5 Upon the expiry or termination of the Contract, the Successful Tenderer shall immediately deliver to CUHKMC all confidential information of or about CUHKMC and/or its affiliates in the possession of the Successful Tenderer and/or the Successful Tenderer's Representatives and all documents and information held by the Successful Tenderer relating to the Goods and/or the Services provided to CUHKMC under the Contract (except that the Successful Tenderer may keep a copy of such documents and information for its internal records purpose and/or as required by applicable laws and regulations.)

21.6 Upon the termination of the Contract, CUHKMC shall not be liable to the Successful Tenderer for any loss or damages arising out of or in connection with such termination.

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

21.8 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.

22 No Partnership

Nothing in the Contract shall be taken to constitute a partnership, a joint venture or the relationship of principal and agent between CUHKMC and the Successful Tenderer.

23 No Assignment or Subcontracting

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

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

24 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.

25 Order of Precedence

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

a. Letter of Acceptance;

b. Special Conditions of Contract;

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

d. Tender Brief;

e. The Schedules in this Invitation to Tender document;

f. Terms of Tender;

g. Interpretation;

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

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

PART IIIA
SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract

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

2. Confidentiality

2.1 Subject to clause 2.2 of this Part, the Successful Tenderer shall not use or disclose and shall keep confidential all matters relating to the Contract and shall use its best endeavours to prevent its employees, agents, representatives and subcontractors (collectively, the "**Representatives**") from making any use or disclosure to any person of any matters relating hereto.

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

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

3. Probity

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

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

3.3 The Successful Tenderer shall give and shall ensure that each CUHKMC Representative and any persons authorised by him in writing are given all relevant

information relating to the performance of the obligations set out in this clause (Probity) on request.

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

3.5 The Successful Tenderer shall:

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

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

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

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

4. Data Protection

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

a. comply with its obligations under the PDPO;
b. only use the Personal Data (as defined in the PDPO) as reasonably required in connection with the provision of the Services;

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

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

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

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

PART IV

OFFER TO BE BOUND

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

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

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

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

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

Policy No. _____

Name of Insurance Company _____

Period covered by the Policy is from _____

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

_____

_____

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

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

Company Limited whose registered office is situated at _____Hong Kong.

- or –

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

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

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

_____

_____

4 In the event of any queries relating to our offer, please contact _____ Tel. No._____.

5 Name(s) and address(es) of person(s) signing:

_____

_____

Signature (s): _____

Dated this _____ day of _____

Notes (1) All the particulars required above must be provided. (ii) Strike out clearly alternatives which are not applicable.

PART V

CUHKMC'S BRIEF

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

Hospital at a Glance

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

CUHKMC is committed to provide innovative and patient-centered healthcare services, with package fees offered for designated inpatient and day-patient services. This will bridge the service gap between private and public healthcare sectors by providing high-quality medical services with transparent and affordable pricing to middle-class families, so alleviating the pressure on the public healthcare system.

For more information about CUHK Medical Centre, please click into the hospital website: www.cuhkmc.hk

PART VI

TENDER BRIEF

1 Background

1.1 CUHKMC invites tenders for the provision of Original Equipment Manufacturer ("OEM")-backed server hardware maintenance services, together with VMware Cloud Foundation subscription, maintenance and technical support services, for the Hospital's primary production server farm across its primary and secondary data centres.

1.2 The supported environment hosts mission-critical infrastructure and production systems essential to CUHKMC's daily operations and clinical services. The required coverage shall include hardware support, on-site parts replacement, software patching, software updates, and access to vendor support services throughout the applicable service periods, to maintain system stability, operational continuity and supportability.

1.3 The applicable Services shall commence on 1 February 2027. The hardware maintenance and VMware service components have different end dates, as specified below.

2 Contract Term and Service Periods

2.1 The Contract shall take effect from the date of the Letter of Acceptance or Purchase Order issued by CUHKMC (the "Commencement Date"). The service start date for both service components shall be 1 February 2027. The Contract shall expire on 30 November 2029, subject to the following component service periods:

Service Component	Service Start Date	Service End Date
Server hardware maintenance for the 16 listed assets	1 February 2027	31 August 2029
VMware Cloud Foundation subscription, maintenance and support for 704 cores	1 February 2027	30 November 2029

2.2 The server hardware maintenance end date of 31 August 2029 reflects the official vendor end-of-life date. No hardware maintenance fee shall be charged for any period after 31 August 2029.

3 Scope of Services & Requirements (Mandatory Requirements and Specifications)

The Successful Tenderer shall provide the following Services during the applicable service periods.

No	Services	Scope of Services & Requirements
1	Hardware Maintenance and Coverage	(a) Models Involved: VXRAIL,HORIZONXD,VXV570F EMC and VxRail 14G V570 2U1N 2S vSAN ENT AF (b) 4-Hour Onsite Service for 24x7x365. Remote troubleshooting shall be provided, when necessary. (c) Problems can be logged 24x7 by telephone or through the Customer Support Portal, where available. (d) On-site hardware replacement and labour costs shall be included. (e) Coverage applies to all 16 serial numbers listed below through 31 August 2029: 1. 2VTCG03 2. 2VTFG03 3. 2VTHG03 4. 2VTKG03 5. DE400190800009 6. DE400190800010 7. DE400190800011 8. DE400190800012 9. 81X7N33 10. 81X8N33 11. 81X9N33 12. 81XBN33 13. HKXW553 14. JKXW553 15. 1LXW553 16. 2LXW553
2	Software License and Plan	(a) VMware Cloud Foundation (VCF) per Core (b) Quantity: 704 (c) The VMware Cloud Foundation subscription, licence entitlement, maintenance and support shall remain active continuously from 1 February 2027 to 30 November 2029.
3	Software Maintenance and Support Delivery	(a) Severity 1, response time within 30 minutes • A problem has occurred where no workaround is immediately available in one of the following situations: the production server or other mission-critical system is down or has had a substantial loss of service, or

No	Services	Scope of Services & Requirements
		• A substantial portion of CUHKMC mission-critical data is at a significant risk of loss or corruption (b) Severity 2, response time within 2 business hours • A problem has occurred where a major functionality is severely impaired. The operations can continue in a restricted fashion, although long-term productivity might be adversely affected. (c) Severity 3, response time within 4 business hours • A problem has occurred with a limited adverse effect on CUHKMC business operations or clinical operations. (d) Severity 4, response time within 8 business hours • A problem where CUHKMC business operations have not been adversely affected. (e) Supporting capabilities: • Severity 1 problems can be logged by chat, telephone, or the Customer Support Portal, where available. • Severity 2, 3, and 4 problems can be logged through the Customer Support Portal. • Ability to submit new incidents 24x7x365. • 24x7x365 continuous support for Severity 1 incidents. • 24x7x365 access to Broadcom Support Portal • Interactive remote diagnostic support • Business Hours are defined as 8:00 a.m. to 5:00 p.m., Monday to Friday

4 Mandatory OEM Support and Authorised Supply Channel (Mandatory Requirements and Specifications)

4.1 All maintenance, technical telephone/remote support, firmware/software maintenance and replacement hardware parts shall be covered directly by active and official Original Equipment Manufacturer ("OEM") support. Third-party maintenance or unauthorised secondary-market parts are non-compliant.

4.2 The Tenderer shall submit documentary proof, such as a current letter or certificate issued by the OEM or an authorised distributor, confirming that the quoted products, subscriptions, licences, maintenance and support services are sourced through authorised supply channels applicable to Hong Kong.

4.3 The documentary proof shall identify the Tenderer and the relevant quoted products or

services and provide sufficient information for CUHKMC to verify that the quoted products and services are sourced and quoted through the proper authorised channel.

4.4 Parallel-import, grey-market, counterfeit, unauthorised, previously used, refurbished or otherwise ineligible goods, products, equipment, licences or support entitlements are not acceptable.

4.5 CUHKMC may verify the submitted information directly with the relevant OEM or authorised distributor. Failure to provide satisfactory documentary proof may render the Tender non-compliant.

4.6 All support entitlements shall be genuine, valid and registered under CUHKMC or otherwise made directly accessible to CUHKMC for the applicable service periods.

5 Price and Payment Schedule (Mandatory Requirements and Specifications)

5.1 The total Contract price shall cover all hardware maintenance, software subscription/licence, maintenance and support services during the applicable service periods.

5.2 No additional charges shall be payable unless expressly agreed by CUHKMC in writing through an approved purchase order, contract variation or other written instruction.

5.3 Payment shall be made in three consolidated instalments according to the payment schedule below, subject to receipt of a valid invoice and CUHKMC's verification of the applicable OEM maintenance coverage, software subscription, licence entitlement and support availability for the associated service period.

5.4 Each payment is a consolidated amount covering the associated hardware maintenance and VMware service periods. Tenderers shall quote one amount for each instalment in Schedule 11 - Price.

5.5 Before each payment, the Successful Tenderer shall provide evidence that the applicable OEM maintenance and software entitlements have been arranged for the associated service period. The payment dates do not extend the stated service end dates.

Payment	Payment Settlement Date / Milestone	Associated Server Hardware Maintenance Period	Associated VMware Service Period
1st Payment	After Contract award, subject to receipt of a valid invoice and CUHKMC's verification that the applicable OEM maintenance and VMware entitlements have been arranged for the associated service period.	1 February 2027 to 31 July 2027	1 February 2027 to 31 July 2027

Payment	Payment Settlement Date / Milestone	Associated Server Hardware Maintenance Period	Associated VMware Service Period
2nd Payment	1 August 2027	1 August 2027 to 31 July 2028	1 August 2027 to 31 July 2028
3rd Payment	1 August 2028	1 August 2028 to 31 August 2029	1 August 2028 to 30 November 2029

6 Submission of Tender

6.1 Two-Envelope Bidding

a) This Tender shall be conducted in a two-envelope bidding process. Tenderer must submit the technical and price information in two separate sealed envelopes, one marked with the word "Technical Proposal" and the other with "Price Proposal" in the following manner:-

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

- Part IV – Offer To Be Bound
- Part VII – Schedules of Submissions - Schedule 1A, 1B, 1C, 2, 3, 4, 5, 6, 7A, 7B, 8, 9 and 10

No Price information should be included in the Technical Proposal.

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

- Part VII – Schedules of Submissions - Schedule 11

(Note: Tender reference number; Description and Closing Date shall be marked on the envelopes for easy identification. Details of the submission requirements are set out under "Tender Submission" in Part II – Terms of Tender.)

b) CUHKMC will complete the mandatory requirements assessment first by evaluating the technical proposals of the Tenders according to the Requirements and Specification and Demonstration (if required). The price proposals of those Tenders which can pass mandatory requirements assessment will be evaluated further based on the price proposal.

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

a) **Part IV – Offer to be Bound;**

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

c) **Schedule 1B – Audited Financial Statements for Past Three Years:** Tenderer must provide its audited financial statements for the past three financial years. The latest audited financial statements shall be for a financial period ending no more than eighteen (18) months

before the tender submission date. The financial statements shall be prepared on the same basis for each financial year in accordance with accounting standards generally accepted in Hong Kong, and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) for companies incorporated in Hong Kong (or, where applicable, prepared according to the accounting standards and (if applicable) company law as stipulated by the applicable governmental or regulatory body of the Tenderer's corporate domicile);

d) **Schedule 1C – OEM Authorisation/ Authorized Supply Channel:** The Tenderer shall be an OEM-authorised partner/reseller or shall source all quoted products and services through an OEM-authorised distribution channel applicable to Hong Kong. Documentary proof issued by the relevant OEM or authorised distributor shall be submitted. All maintenance, VMware subscription/licence and support entitlements must be genuine and covered by official OEM support;

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

f) **Schedule 3** – **Compliance to Requirements**: Solution descriptions, approach and methodology to be used in accordance with Sections 3 to 5 of this Part;

g) **Schedule 4** – **VMware Subscription, Licence and Support**: Details of the proposed VMware subscription, licence entitlement, quantity, service period and OEM support or entitlement reference;

h) **Schedule 5** – **Server Hardware Maintenance Coverage**: Details of the covered hardware, serial numbers, service level, coverage period and OEM support reference;

i) **Schedule 6** – **Experience and Job Reference**: Description of at least 3 contracts of similar nature and scale completed or undertaken within the most recent 3 years, particularly in large healthcare organisations and/or hospital systems;

j) **Schedule 7A** – Compliance to CUHKMC IT Security Requirements;

k) **Schedule 7B** – IT Security Assessment Form;

l) **Schedule 8** – Duly completed and signed Consent to Disclosure;

m) **Schedule 9** – Duly completed and signed Non-Collusion Certificate;

n) **Schedule 10** – Personal Data (Privacy) (Amendment) Ordinance; and

o) **Schedule 11** – **Price**: The Tenderer shall provide one consolidated amount for each of the three payment instalments, covering the associated server hardware maintenance and VMware service periods.

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

7 Payment Terms

Tenderer shall specify the proposed prices and payment amounts in Schedule 11 – Price. Payment shall be made in accordance with the payment milestones specified in Part VI and Schedule 11.

8 Selection Criteria

8.1 Step 1: Mandatory Requirements Assessment: Tenderers shall submit all information and supporting documents required under this Invitation to Tender to demonstrate compliance with the mandatory requirements.

A) Full compliance with the mandatory requirements as stipulated in Sections 3 to 5 of this part – Tender Brief, and the CUHKMC IT Security Requirements, including completion of the relevant IT Security Assessment Form and passing the IT Security Assessment conducted by CUHKMC. Tenderer shall confirm compliance and/ or provide the compliance details in the relevant Schedules;

B) Provision of audited financial statements for past three years;

C) Provision of documentary proof confirming that the quoted products, subscriptions, licences, maintenance and support services are sourced through OEM-authorised supply channels applicable to Hong Kong; and

D) Provision of track record of at least 3 contracts of similar nature and scale completed or undertaken within the most recent 3 years, particularly in large healthcare organisations and/or hospital systems.

Tender Proposals that fail to provide any required information or supporting document, or fail to satisfy any mandatory requirement, will not be considered further.

8.2 Step 2: Only Tender proposals that fully satisfy all mandatory requirements will proceed to Price Assessment.

A marking scheme with a weighting of 100% for Price Assessment will be adopted for the evaluation of conforming Tenders.

8.3 Price Assessment

Tenderers who meet the Mandatory Requirements Assessment will proceed to Price Assessment.

The price assessment score of a proposal is calculated as follows:

$$100 \times \frac{\text{Lowest Tender price among the conforming proposals}}{\text{Tender price of the proposal being assessed}}$$

8.4 The lowest tender price that fully complies with the mandatory requirements of the Tender would be recommended for acceptance.

PART VII

SCHEDULES OF SUBMISSIONS

Schedule 1A: Company/Organisation Profile

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

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Person Authorised to Sign Tender

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

Schedule 1B – Audited Financial Statements for Past Three Years

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

If a Tenderer fails to submit the abovementioned audited financial statements for the three most recent financial years, its Tender Proposal will not be further considered.

Person Authorised to Sign Tender

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

Schedule 1C – OEM Authorisation/ Authorized Supply Channel

The Tenderer shall be an OEM-authorised partner/reseller or shall source all quoted products and services through an OEM-authorised distribution channel applicable to Hong Kong. Documentary proof issued by the relevant OEM or authorised distributor shall be submitted. All maintenance, VMware subscription/licence and support entitlements must be genuine and covered by official OEM support;

If a Tenderer fails to comply with any of the requirements stipulated in Schedule 1C – OEM Authorisation/Authorised Supply Channel, including the submission of the required documentary proof, its Tender Proposal will not be further considered.

Person Authorised to Sign Tender

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

Schedule 2 – Understanding of the Scope of Work

Person Authorised to Sign Tender

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

Schedule 3 – Compliance to Requirements

All requirements and specifications listed in Sections 3 to 5 of Part VI (Tender Brief) of this document are mandatory. Tenderer is required to comply with all such requirements at the minimum. If any Tenderer indicates any disagreement with the said requirements, such tender proposal will not be considered.

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

☐ will comply with Sections 3 to 5 of Part VI (Tender Brief).

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 4 – VMware Subscription, Licence and Support

Product or Service	Licence Metric	Quantity	Service Start Date	Service End Date	OEM Support / Entitlement Reference	Remarks
VMware Cloud Foundation	Per Core	704	1 Feb 2027	30 Nov 2029		

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 5 – Server Hardware Maintenance Coverage

Item No.	Service Start Date	Service End Date	Serial Number	Model	Service Level	OEM Support Reference	Remarks
1	1 Feb 2027	31 Aug 2029	2VTCG03				
2			2VTFG03				
3			2VTHG03				
4			2VTKG03				
5			DE400190800009				
6			DE400190800010				
7			DE400190800011				
8			DE400190800012				
9			81X7N33				
10			81X8N33				
11			81X9N33				
12			81XBN33				
13			HKXW553				
14			JKXW553				
15			1LXW553				
16			2LXW553				

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 6 – Experience and Job Reference

Description of at least 3 contracts of similar nature and scale completed or undertaken within the most recent 3 years, particularly in large healthcare organisations and/or hospital systems.

If a Tenderer fails to demonstrate the required experience by providing details of at least three (3) contracts of similar nature and scale completed or undertaken within the three most recent years, its Tender Proposal will not be further considered.

Person Authorised to Sign Tender

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

Schedule 7A – Compliance to CUHKMC IT Security Requirements

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

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

☐ will comply with the CUHKMC IT Security Requirements.

***Remarks: Please contact CUHKMC Procurement Team via email at tender@cuhkmc.hk by 13 November 2026 in order to sign a Non-Disclosure Agreement and receive the document entitled "CUHKMC IT Security Requirements" (2025 version).**

Person Authorised to Sign Tender

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

Schedule 7B – IT Security Assessment Form

Tenderer is required to provide information on whether the Products and Services to be offered comply with the requirements described in Appendix II to this Invitation to Tender document entitled "CUHKMC Supplier IT Security Assessment Form" (Version 3.0) in its tender proposal for assessment by CUHKMC.

We, the Tenderer named below, hereby confirm that all the responses and information provided by us in the "CUHKMC Supplier IT Security Assessment Form" (Version 3.0) submitted in the tender proposal (please tick one, as appropriate):

☐ are true, accurate, and complete.

If a Tenderer fails to pass the IT Security Assessment conducted by CUHKMC, its Tender Proposal will not be further considered.

Person Authorised to Sign Tender

Name of Company with Company Chop: Name and Title:

_____ _____

Telephone: Email:

_____ _____

Authorised Signature: Date:

_____ _____

Schedule 8 - Consent to Disclosure

To: CUHK Medical Centre Limited (CUHKMC)

Re: Provision of Maintenance and Support Services for Hospital Server Farm

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

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

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

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

Dated this day of

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

Signature of Witness
Name of Witness:
Occupation:
Address:

Schedule 9 - Non-Collusion Certificate

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

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

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

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

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

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

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

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

Schedule 10 - Personal Data (Privacy) (Amendment) Ordinance

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

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

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

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

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

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

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

Person Authorised to Sign Tender

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

Schedule 11 – Price

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

Payment	Payment Settlement Date / Milestone	Associated Server Hardware Maintenance Period	Associated VMware Service Period	Amount (HK$)
1st Payment	After Contract award, subject to receipt of a valid invoice and CUHKMC's verification that the applicable OEM maintenance and VMware entitlements have been arranged for the associated service period	1 February 2027 to 31 July 2027	1 February 2027 to 31 July 2027	
2nd Payment	1 August 2027	1 August 2027 to 31 July 2028	1 August 2027 to 31 July 2028	
3rd Payment	1 August 2028	1 August 2028 to 31 August 2029	1 August 2028 to 30 November 2029	
			Total Contract Price (HK$)	

Remarks:

1. Payment shall be subject to receipt of a valid invoice and CUHKMC's satisfactory verification that all applicable OEM maintenance coverage, VMware subscription, licence entitlement and support services have been activated and remain valid for the relevant associated service period.
2. The quoted prices shall be all-inclusive and shall cover all costs and expenses necessary for the full performance of the Contract, including, but not limited to, OEM maintenance coverage, VMware Cloud Foundation subscription and licence entitlements, technical support, labour, on-site services, replacement parts, transportation, administration and any other charges required for the provision of the Services.
3. The quoted prices shall be fixed and not subject to adjustment throughout the applicable service periods.
4. No additional charges, including surcharges, handling fees, administrative fees or other incidental expenses, shall be payable by CUHKMC unless expressly approved by CUHKMC in writing through an approved contract variation, purchase order or other written instruction.
5. The Total Contract Price shall be the sum of the three payment amounts and shall represent the maximum amount payable by CUHKMC under the Contract, except for any variation expressly approved by CUHKMC in writing.

Person Authorised to Sign Tender

Name of Company with Company Chop: _____

Name and Title: _____

Telephone: _____

Email: _____

Authorised Signature: _____

Date: _____

End of Document