



Name of Institute: The Society for the Promotion of Hospice Care (SPHC)

Tender Ref: JCHH/T/MT/001/21 Contract No: _____ File Ref.: JCHH/T/MT/001/21

TENDER FOR THE SUPPLY OF SERVICE

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed **in duplicate** and enclosed in a sealed plain envelope marked “**Tender for the Provision of Security Service for The Society for the Promotion of Hospice Care (SPHC), Tender Ref. JCHH/T/MT/001/21, Tender Closing Date 11 May 2021**” and addressed to The Chairman, Tender Opening Committee, Procurement and Stocks Control Section. Apart from the hardcopy, the Tenderer should also submit one softcopies (in separate CDRoms), in pdf or Microsoft Excel/Word 2003 or above format. In the event of conflict between the versions of hardcopy and softcopy, the hardcopy version shall prevail. **The above documents must be deposited in the Tender Box situated at the Jockey Club Home for Hospice at 1/F General Office, no. 18 A Kung Kok Shan Road, Shatin, New Territories on or before 12:00 noon (Hong Kong Time) on 11 May 2021.** Late tenders will not be accepted.

If you submit the Tender via a courier company, please ask the courier company to obtain the delivery receipt from Procurement and Stocks Control Section at the Jockey Club Home for Hospice at 1/F., General Office, No. 18 A Kung Kok Shan Road, Shatin, New Territories within office hours (Mon – Fri: 9:15 to 12:45 & 14:15 to 17:15 except Public Holiday) before the courier deposits the Tender into the Tender Box.

PART I
TERMS OF TENDER

1. Tender Documents

(a) The Tender Documents consist of:

Front Page	- Lodging of Tender
Part I	- Terms of Tender
Part II	- Tender Subject Matter
Part III	- Terms and Conditions
Part IV	- Tenderer's Schedules
Part V	- Offer to be Bound
Part VI	- Memorandum of Acceptance
Part VII	- Confidentiality Undertaking
Part VIII	- Notice for Submission of Tenders
Part IX	- No Offer Reply Slip for Tender Invitation

(b) All supplementary information to this Tender will be in writing and forwarded post, email or fax to all tenderers known to be in receipt of this Tender. Tenderers must acknowledge receipt of all such supplementary information.

(c) Tenderer's Schedules which provide information from the Tenderer in response to Tenderer's Schedules shall form part of its Tender Submission.

2. Interpretation

(a) In this Tender, the following words and expressions shall have the following meanings unless the context otherwise requires:

“SPHC”	means The Society for the Promotion of Hospice Care (SPHC), a non-profit making organization in Hong Kong advocating holistic and quality care for people with life-limiting illnesses and their families;
“SPHC Representative”	means The Society for the Promotion of Hospice Care (SPHC) or the Jockey Club Home for Hospice (JCHH), which is established under the Memorandum and Articles of Association of The Society for the Promotion of Hospice Care, acting for and on behalf of the SPHC or any duly authorized officer for the time being performing his duties;
“Contract”	means the contract made between the created hereunder on the terms of tender in PART I and PART II hereof;
“Contractor”	means the Tenderer whose tender is accepted as hereinafter provided;
“Services”	means the Tender Subject Matter in Part II (Tender Subject Matter) to be provided by the Contractor under the Contract.
“Service Requirements”	means the requirements of the Services to be supplied by the Contractor as set out in Part II (Tender Subject Matter) and any variation hereto as agreed in writing between the Contractor and the SPHC;
“Tender”	means the Tender submitted by the Tenderer for the Provision of Services;
“Tender Closing Date”	means the latest date by which Tender Submissions must be lodged as stated above;
“Tenderer”	means the person or persons and/or the firm or the company whose details are set out in the relevant Tenderer's Schedules;
“Tender Documents”	means this Tender, comprising Part I (Terms of Tender), Part II (Tender Subject Matter), Part III (Terms and Conditions), Part IV (Tenderer's Schedules), Part V (Offer to be Bound), Part VI

(Memorandum of Acceptance), Part VII (Confidentiality Undertaking), Part VIII (Notice for Submission of Tenders), Part IX (No Offer Reply Slip for Tender Invitation);

- “Tender Subject Matter” means the Tender Subject Matter, set out in Part II of the Tender Documents, to be performed and/or supplied by the Contractor under the Contract;
- “Tender Submission” means, in relation to a Tenderer, the completed tender (including Tenderer’s Schedules) submitted by the Tenderer to the SPCH under the Tenderer’s offer to be Bound;
- “Term” has the meaning given in Clause of Part II – Tender Subject Matter.

- (b) Definitions used in one part of this Tender will apply to other parts, unless otherwise stated.
- (c) References to paragraphs, sub-paragraphs, clauses or sub-clauses are references to paragraphs, sub-paragraphs, clauses or sub-clauses of this Tender unless otherwise stated.
- (d) Headings are for ease of reference only and do not form part of this Tender.
- (e) The masculine includes the feminine and neuter gender. The singular includes the plural and vice versa.
- (f) References to an Ordinance, statutory provision or statutory instrument include a reference to that Ordinance, statutory instrument as amended, extended or re-enacted from time to time to any regulations made under it.
- (g) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- (h) In this Tender, where the SPHC’s “agreement”, “acceptance”, “approval”, “discretion” or “consent” is required or where the SPHC has any right or power under this Tender or where it is entitled to form an opinion (including words to that effect), the SPHC may do so in its absolute discretion.
- (i) A reference to a specific time for performance of an obligation is a reference to that time in Hong Kong unless otherwise stated.
- (j) Unless otherwise specified in this Tender, a reference to working days means Monday to Friday inclusive, excluding public holidays in Hong Kong.

3. **Invitation to Tender**

Tenders are invited for the provision of the Tender Subject Matter subject to and in accordance with the Contract.

4. **Tender**

- (a) This Tender relates to the Tender Subject Matter.
- (b) The Tenderer must complete Part IV (Tenderer’s Schedules) and Part V (Offer to be Bound). If the Tenderer wishes to make any change to Part III (Terms and Conditions), it must submit its Tender Submission with a copy of that part with the required amendments marked by manuscript additions or deletions to the terms thereof. All such manuscript changes should be made and initialed by the Tenderer in permanent ink, supported by explanation.
- (c) Tender Documents are to be completed in English or Chinese (except where technical information is expressly required to be provided in English) and in permanent ink or typescript and submitted in the manner stipulated. Tenderers are required to stamp and initial next to any corrections made.
- (d) The Schedule issued with this Tender must not be altered by the Tenderer. Any modification of the Schedule considered necessary by the Tenderer should be the subject of a separate letter accompanying the Tender. Figures should not be altered or erased; any alteration should be

effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

- (e) Tenders may not be considered if complete information is not given with the Tender or if any particulars and data asked for in the Schedule are not furnished in full.
- (f) Any enquiries from the Tenderer concerning this Tender up to the date of lodging its Tender Submission with the SPHC shall be in writing and shall be submitted to:

Procurement and Stocks Control Section (PSCS),
Jockey Club Home for Hospice (JCHH),
The Society for the Promotion of Hospice Care (SPHC),
No. 18 A Kung Kok Shan Road,
Shatin, New Territories.
(Attn: Ms. Mandy TAM)
Phone No.: (852) 2331 7062; Fax No.: (852) 2336 2776
E-mail Address: mandytam@hospicecare.org.hk
- (g) Subject to Clause 4(i) of Part I, after lodging a Tender Submission with the SPHC, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the SPHC on its Tender Submission. The SPHC shall have the sole right to initiate any such further contact and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- (h) Complete information, including descriptive and technical literature, on the Tender Subject Matter must be submitted. The Tenderer is invited to supply any other information considered to be relevant to the evaluation of its Tender Submission.
- (i) Tenderers should inform the SPHC in writing immediately of (i) any circumstance or information which may affect their qualification to participate in the Tender, or (ii) any changes to any information supplied or relevant to its Tender Submission (together with a copy of the new supporting documents highlighted the changes). The SPHC reserves the right to review the Tenderer's qualified status in light of any new information relevant to its qualification.
- (j) All information including personal data collected by the SPHC in this Tender shall be used for evaluation of the Tender Submissions.
- (k) The Tenderers agrees that if it is awarded the Contract, it will comply with and give effect to all the terms and conditions of the Contract.

5. **Tender Validity Period**

Tenders shall, unless otherwise indicated by the Tenderer, remain open for not less than **180** days after the Tender Closing Date and the Tenderer agrees not to withdraw the offer constituted by such Tender for this period ("Tender Validity Period").

6. **Tender Preparation**

- (a) The Tender and all accompanying documents must be completed and submitted in the manner stipulated under 'Lodging of Tender' in the front page of the Tender Form JCHH(G)231B. If the Tender is to be submitted via a courier and a receipt is needed, please instruct the courier to contact the Tender Opening Committee Registry at the Procurement and Stocks Control Section, The Jockey Club Home for Hospice, 1/F, General Office, 18 A Kung Kok Shan Road, Shatin, New Territories, Hong Kong within office hours (Mon – Fri: 9:15 to 17:15 and Sat: Office Closed) before the courier deposits the Tender into the Tender Box.
- (b) Tenderers must complete **Part V "OFFER TO BE BOUND"** of the Tender Form JCHH(G) 231B in **duplicate** and attach thereto all Tender Documents with the item(s) in the **Schedule 3 (Price)** of Tender fully priced and all necessary information provided including descriptive literature, catalogues, operating and maintenance manuals, drawings, diagrams and documentary evidence which are necessary for tender evaluation. Failure to comply with the requirement may render the Tender invalid.
- (c) Late tenders will not be accepted, except under very special circumstances, due to unforeseen circumstances e.g. act of God or a genuine mistake by a courier company (with proof of the

tender being kept intact during transit before the closing date). The SPHC shall have absolute discretion to decide whether or not to accept such a late tender.

7. **Tender Evaluation**

- (a) A Tender Assessment Panel (“TAP”) will be set up to evaluate the Tender Submissions in accordance with the following procedural flow:

Step 1 – Compliance of Mandatory Requirements

Tender Submission which fully comply with the requirements as specified in Part II (Tender Subject Matter) and the mandatory requirements as specified in **Schedules 2 (Specifications) of Part IV (Tenderer’s Schedules)** will be proceeded to Step 2, and those not considered as of full compliance shall be rejected.

Step 2 – Price Assessment

- (i) The price assessment will be based on the Price Proposal in **Schedule 3 (Price) of Part IV (Tenderer’s Schedules)**.
- (ii) The SPHC is not bound to accept any conforming Tender or the lowest price and reserves the right to cancel the Tender or to accept all or part of any Tender.
- (iii) Tenderers should note that once the SPHC has decided to award the Contract, it is not obligated to evaluate any other Tender, including those under concurrent evaluation.
- (iv) If the Contract is not awarded, the SPHC may repeat Step 2 in respect of the remaining Tenders, and again in so doing, it is not obligated to consider all remaining Tenders.
- (b) All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.

8. **Negotiation**

The SPHC reserves the right to negotiate with any Tenderer on the terms of offer.

9. **Statement of Compliance**

Tenderers are requested to complete **Schedule 1 (Particulars of the Parties, Terms & Deposit of Part IV (Tenderer’s Schedules)**, in particular, provide **Schedule 7 (Statement of Compliance & Certificate of Non-Collusion)** and confirm that offer(s) submitted comply with the required Service Requirements in every aspect. If Tenderers wish to include counter-proposal in their Tender reply, the counter-proposal must be clearly stated in the reply. The SPCH Representatives reserves the right to accept or reject any such offer.

10. **Tender Prices**

- (a) The Tenderer must set out its Tender prices in the relevant Tenderer’s Schedule.
- (b) Tenderers are requested to quote the prices in Hong Kong dollars, which must be net prices allowing for all trade and cash discounts and inclusive of all cost and expense to be incurred by the Tenderer in the performance of the Contract (“Tender Prices”). Price quoted in other currencies will be considered and if accepted, payment will be made in the quoted currency. All bank charges incurred by the Contractor will be borne by the Contractor.
- (c) Tenderers are requested to indicate in **Schedule 6 (Payment Discount)** of Part IV (Tenderer’s Schedule) for any discount that will be offered for prompt payment of Services.
- (d) For price comparison purposes, any prompt payment discount offered by the Tenderer will not be taken into consideration in assessment of Tender Prices.
- (e) Prices must remain valid for the duration of the Contract. Therefore no request for price variation will be considered.

11. **Accuracy of Tender Prices**

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

12. **Payment**

Payment will be made in Hong Kong Dollars.

13. **Acceptance**

The successful Tenderer will receive from the SPHC a notification in the form of a Memorandum of Acceptance or a Letter of Acceptance which constitutes a binding Contract between the SPHC and the successful Tenderer who do not receive any notification within **180** days from the Tender Closing Date may assume that their Tender Submissions have not been accepted.

14. **Consent to Disclosure**

The SPHC shall have the right to disclose to whenever it considers appropriate, or upon request (verbal or written) by any third party (including unsuccessful Tenderers) information on the Contract, such as the name and address of the Contractor, description of the relevant services (if applicable) and the value of the Contract, without reference to or consent from the Contractor. Unsuccessful Tenderers may also enquire as to the reason for the rejection of their Tender Submissions.

15. **Saving**

- (a) All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.
- (b) The SPHC Representative is not bound to accept any conforming Tender or the Tender with the lowest offer. The SPHC reserves the right to accept all or any part of any tender at any time within the Tender Validity Period. The SPHC further reserves the right to cancel or terminate the Tender at any time without giving reason for such action. The SPHC shall not be liable to any party for any loss or damage, cost or expense as a result of such action.
- (c) The SPHC reserves the right to modify, amend or revise any part of this Tender (including without limitation any of the terms of the Contract in Part III) or to issue any addendum at any time during the Tender. Any modifications, amendments or revisions will be issued in writing and will be provided to Tenderers. The SPHC shall not be liable in any manner whatsoever for any inconvenience caused and costs incurred by Tenderers or any of their employees, agents or sub-contractors due to any such modifications, amendments or revisions.

16. **Confidentiality and Protection of Personal Data**

16.1 The Contractor undertakes that the Contractor and its servants, sub-contractors and agents will keep in confidence and not disclose to any third party, use or reproduce without the SPHC's prior written consent any materials, drawings, design or information (whether of a commercial or technical nature or otherwise) acquired from the SPHC in connection with this Contract other than disclosure to those persons to whom it is necessary to supply such information or such use necessary to enable performance of this Contract. The Contractor shall not use the expertise evident therein in any manner detrimental to the interests of the SPHC. The Contractor is required to sign the Confidentiality Undertaking to SPHC. The sample is enclosed as per **Part VII - Appendix I**.

16.2 Nothing contained above shall apply to prevent the Contractor from disclosing any information:

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

16.3 This Clause shall survive the expiry or early termination of this Contract.

16.4 Upon the completion, expiry or termination of this Contract, the Contractor shall return to the SPHC all the documents and materials covered by this Clause which have been supplied by the SPHC to the Contractor to enable performance of this Contract.

16.5 The Contractor shall procure that all its staff and appointed sub-contractors and agents involved in the performance of the Services sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

16.6 PERSONAL DATA PRIVACY

(a) The Contractor shall and shall procure its 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 the Contractor for the purpose of this Agreement.

(b) The Contractor 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. The Contractor shall:

(i) return, destroy or permanently erase all such Personal Data;

(ii) destroy or permanently erase all copies of such Personal Data made by the Contractor; and

(iii) use all reasonable endeavours 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 the Contractor 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) The Contractor shall 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 equipment 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.

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

Personal Data may be made available to:

(a) SPHC Representative

(b) any other relevant parties who require it for matters related to evaluation of Tenderer’s offer.

(c) any relevant government departments/appropriate authorities when the SPHC is required to provide it under the relevant legislation for use for the purposes of that legislation.

The SPHC Representative will only use, disclose or transfer the Personal Data the Tenderer provided

- (a) for the purposes relating to evaluation of offer or directly related purposes; or
- (b) where permitted by law.

The SPHC Representative will obtain the Tenderer's consent before using his Personal Data for any other purposes.

If the Tenderer wishes to require access to and /or correction of his Personal Data, he may do so under Personal Data (Privacy) Ordinance.

17. **Personal Data (Privacy) (Amendment) Ordinance 2012**

The new provisions on data processors under the Amendment Ordinance have come into effect on 1 October 2012 and as such, tenderers are requested to adhere to the requirements as stipulated in **Schedule 7 (Statement of Compliance and Certificate of Non-Collusion)**.

18. **Basis for Acceptance**

Tenderers should note that their offers will be considered and accepted on an **overall basis**. The SPHC reserves the right to award the Contract to more than one Seller.

19. **Award of Contract**

With reference to Clause 13 of Terms of Tender, the successful Tenderer will received a letter of acceptance from the SPHC prior to the receipt of the formal Contract document. This letter of acceptance shall constitute a binding contract between the SPHC and the successful Tenderer.

20. **Payment Discounts**

Tenderers are required to indicate in **Schedule 6 (Payment Discount)** for any discount that will be offered for prompt payment of Services.

21. **New Information Relevant to Qualified Status**

Tenderers should inform the SPHC in writing immediately of any factors which might affect their qualified status. The SPHC reserves the right to review their qualified status in the light of any new information relevant to their qualification.

22. **Infection Control Measures**

The SPHC has drawn up an Infection Control Programme and Compliance Checklist as a risk management programme for the Contractor to safeguard the safety and health of the Contractor. The Tenderer shall indicate in **Schedule 9 (Infection Control Compliance Checklist)** their compliance of the infection control measures in this Tender and the Contractor is required to comply with any new requirements specified from time to time.

23. **Declaration on Convictions to Hong Kong Ordinances**

The Tenderer has to make declaration on its convictions to the Hong Kong Ordinance as listed in **Schedule 10 (Declaration on Convictions to Hong Kong Ordinances)**. This declaration is a mandatory requirement for the Tender assessment. The tender offer shall not be considered for 5 years counting from the date of conviction, if from 1 May 2006 to the Tender closing date, the Tenderer had any conviction under the aforesaid Ordinances. Convictions will be counted for both the Government and private Contracts and by the numbers of Summons convicted. The SPHC will not consider the tender further or terminate the contract if the tenderer or contractor is subsequently found to have made a false declaration at the tender stage.

24. **Contractor Performance Monitoring**

Tenderers should note that in the event a Tenderer is awarded the Contract, the Tenderer's performance in Contract shall be monitored and taken into account in evaluating the Tenderer's tender submissions in response to invitations for tenders by the SPHC in the future. If in the sole opinion of the SPHC, the performance of the Tenderer in the Contract is unsatisfactory, the SPHC may in its absolute discretion disqualify that Tenderer from participation in any future tenders issued by the SPHC, for

such period as the SPHC may in its entire discretion consider appropriate. Tender Submissions from the Tenderer who has been so disqualified from tendering by the SPHC shall be rejected.

25. **Cancellation of Tender**

Without prejudice to the SPHC's right to cancel the tender, where there are changes of requirements after tender closing date, for operational or any other reasons, the SPHC is not bound to accept any conforming tender and reserves the right to cancel the tender.

26. **Offering Gratuities**

- (a) Tenderers shall not, and shall procure that their 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 the tendering and execution of this Contract.
- (b) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph (a) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in its Tender Submission being invalidated.

27. **Environmental Friendly Measure**

- (a) The SPHC is sensitive to the environment impact of purchasing decisions and takes account of legitimate environmental concerns while continuing to achieve best value of money in its purchasing functions.
- (b) The following environment friendly measures are recommended in the preparation of the Tender Submissions:
 - (i) all documents should preferably be printed on both sides and on recycled paper. Papers exceeding 80gsm are not recommended.
 - (ii) 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.
 - (iii) single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

28. **Tender Closing Time in case of Rainstorm/Typhoon**

The Tender Closing Time and Tender Closing date will be extended to 12:00 noon the next working day in Hong Kong (i.e. any day from Monday to Friday which is not a public holiday) under the following situations:

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

29. **Presentation / Trail Service / Demonstration**

For the evaluation of quality and service provided by the Sellers, Sellers may be invited to meet the SPHC Representatives to present their proposals on the provision of service. Furthermore, the Seller may be invited to provide a trial service or demonstration at free of charge to the SPHC if necessary.

30. **General**

- (a) The SPHC reserves the right in its absolute discretion to cancel this Tender at any time without giving the reason for such action.
- (b) The SPHC 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 Submission; or (ii) any communication between the Tenderer and the SPHC in relation to the Tender, under any circumstances (including the cancellation of this Tender by the SPHC).

- (c) The Contractor acknowledges and agrees that the SPHC is not responsible for the accuracy of any information provided in this Tender, and the Contractor has made its own independent evaluation of the business potential of the Tender Subject Matter and it has submitted its Tender Submission based solely on the result of such independent evaluation.
- (d) The SPHC reserves the right to modify, amend or revise any part of this Tender (including without limitation any of the terms and conditions in Part III) or to issue any addendum at any time during the tendering process. Any modifications, amendments or revisions will be issued in writing and will be provided to Tenderers. The SPHC shall be liable in any manner whatsoever for any inconvenience caused and costs incurred by Tenderers or any of their employees, agents or sub-contractors due to any such modifications, amendments or revisions.

PART II
TENDER SUBJECT MATTER

1. **Background**

This Tender calls for the Provision of Security Service to the Jockey Club Home for Hospice (JCHH) in the Society for the Promotion of Hospice Care (SPHC) for a period of twelve (12) months.

2. **Objectives**

The SPHC is seeking Contractor to provide Security Service to serve the SPHC.

3. **Term of the Contract**

The Contract shall be for an initial period of twelve (12) months commencing on **1 July 2021** or a date (“**Commencement Date**”) notified by the SPHC to the Contractor in writing, subject to any early termination in accordance with the terms of the Contract. The SPHC may in its absolute discretion decide to extend the Contract for a further period of up to twelve (12) months on the same terms and conditions of the Contract (save and except this right to extend). The SPHC may exercise this right at any time by written notice to the Contractor not less than one (1) month prior to the expiry of the initial term. The initial term and the extended term (if any) of the Contract shall be referred to as the “**Term**”).

4. **Service Requirements**

4.1 **Specifications**

The Specifications of the Services required to be provided by the Contractor are set out in **Schedule 2 (Specification)** of Part IV (Tenderer’s Schedules).

5. **Payment of Services**

5.1 Payment will be made in Hong Kong Dollars.

5.2 Unless otherwise provided, payment shall be made after the Services have been performed and after the certification by the SPHC Representative that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the SPHC. Payment shall be made within thirty (30) days after such certification.

5.3 The payment will be made monthly. The successful Seller shall submit to the SPHC an invoice for the Services performed during the preceding month for the SPHC to arrange payment with its duties and obligations.

6. **Insurance**

The Contractor shall:

6.1 Take out and maintain adequate comprehensive general liability insurance with a reputable insurance company to cover all of its liabilities in respect of personal injury to or death or any person and loss or damage to property, whether real or personal, as a result of the provision of the Services (including death or personal injury of the contractor’s staff) and shall ensure that such insurance covers claims against the Contractor arising at common law with a minimum limit of HK\$10-50 Million per occurrence.

The SPHC shall be named as an additional insured on the Contractor’s insurance policy and include a Cross Liability Clause;

6.2 Take out and maintain Employee’s Compensation Insurance to cover all of its liabilities under the ordinance, statute or at Common Law for all persons employed by the Contractor in the provision of the Services and shall be extended to include an “Indemnity to Principal” clause.

6.3 Supply the SPHC with copies of insurance policies taken out in compliance with this clause and evidence of all renewals thereof.

7. **Privacy of Personal Data**

- 7.1 The Contractor and its staff must treat any data provided by the SPHC, including but not limited to patient data, as confidential, and take sufficient steps and provide requisite training to necessary staff to protect the personal data and information according to the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong).
- 7.2 All personal data must only be used for carrying out the work in relation to the Contract and shall not be used, shared or reproduced for any other purposes(s). The Contractor and its staff must exercise due care in handling all personal data to guard against any loss, leakage or unauthorized access during, but not limited to, collection, transfer and storage of data. Any physical materials containing Personal Data related to the Contract must be stored in a locked and secure location and transported to relevant persons as appropriate or destroyed immediately if no longer required.
- 7.3 Any transfer of data between the Contractor and the SPHC must be through secure means and all personal data shall be password encrypted to avoid leakage. The Contractor shall nominate one designated person who shall be responsible for receiving from and sending all personal data in relation to the Contract to the SPHC.
- 7.4 The Contractor must notify the SPHC immediately upon identification of any information security and privacy incidents / security breaches, including but not limited to data loss or misplacement, to be followed by a detailed written report within 24 hours when the Contractor knows or should have known about the incident and other follow-up action under the direction / timeframe set by the SPHC.
- 7.5 The Contractor must return, destroy or permanently erase any voice recordings and personal data provide by the SPHC or collected in the course of completing the Contract as and when required by the SPHC. To demonstrate such, the Contractor must supply a contractor-certified disposal certificate to confirm that any personal data provided by the SPHC for performance under this Contract have been destroyed or permanently erased.

PART III
TERMS AND CONDITIONS (“T&Cs”)

1. Terms of Supply

These T&Cs shall apply to the supply of the Services by the Contractor under the Contract.

2. Scope of Work

- 2.1 The Contractor shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the Term, and the SPHC shall pay to the Contractor all charges due to the Contractor for the performance of the Services.
- 2.2 The Contractor shall diligently, promptly and properly provide and co-ordinate the provision of the Services and comply with its duties and obligations in this Contract to the satisfaction of the SPHC.
- 2.3 The Contractor shall ensure that at all times it has adequate staff, to efficiently and properly fulfil its obligations under this Contract.
- 2.4 The Contractor will provide the Services in a satisfactory and skilful manner and shall meet to the satisfaction of the SPHC any complaints and criticisms that may be made.
- 2.5 The Contractor shall comply with all laws, rules and obligations applicable to its provision of the Services.
- 2.6 The Contractor shall provide all necessary assistance and all information on all matters in relation to the Services requested by the SPHC and/or their designated representatives.
- 2.7 The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the SPHC and/or their designated representatives.
- 2.8 The SPHC may issue warnings to the Contractor on all matters relating to the provision of Services and the Contractor shall immediately take all remedial action which may reasonably be required.
- 2.9 The Contractor and its staff shall in performing any duties and obligations under this Contract during the Term minimize disturbance to patients, staff or visitor of the SPHC or disruption to the normal routines and operations at the SPHC.

3. Permits

- 3.1 The Contractor shall be solely responsible for obtaining and maintaining in effect such current Permit which authorizes the Contractor to legally perform the Services and any matter incidental to the performance of the Services. The Contractor should ensure that all Permits possessed remain valid during the Contract period and that a mechanism is in place to ensure this can be achieved. Relevant proof should be provided to the SPHC to facilitate their periodic random checking.
- 3.2 The Contractor shall submit and maintain such Permit once the Seller is awarded in writing by the SPHC.
- 3.3 Should the Contractor request a delay on the submission to Clause 3.2, the Contractor is required to submit an application, in writing with reasons, of the proposed delay. The SPHC may in its absolute discretion, and without the need to give reasons, decide to accept or reject the proposed delay.
- 3.4 The Contractor shall notify the SPHC in writing immediately upon any withdrawal, cancellation, suspension or modification of the Permit which authorizes it to perform the Services.
- 3.5 The Contractor shall immediately cease to perform the Services and the SPHC shall be immediately entitled to terminate this Contract in accordance with the provisions hereunder if any Permit which authorizes the performance of the Services is withdrawn, cancelled, suspended or modified.
- 3.6 It should be the responsibility of the Contractor to ensure daily compliance of the required Ordinances and the Contractor is required to pay at its own expenses any penalty arising from non-compliance.

- 3.7 The Contractor shall provide or procure the provision to the SPHC a copy of the relevant Permit and/or written permission/approval authorizing the Contractor to perform its obligations under this Contract.
- 3.8 The Contractor shall be solely responsible at its own cost and expense for any licence fees charged by competent authorities.

4. **Staff**

- 4.1 The Contractor shall ensure that an adequate number of professional, competent and qualified staff to provide the Services. The Contractor shall comply with the Immigration Ordinance of not employing illegal workers. Only lawfully employable persons as provided by the law shall be employed by the Contractor in any case. The Contractor shall pay all wages, salaries, fees, insurance and all other charges and sums payable to or in connection with the employment or engagement of the Contractor staff.
- 4.2 The Contractor shall ensure that at all times during the Term, its staff performs all its obligations under this Contract and comply with all rules, regulations and requirements imposed by the SPHC from time to time including any requirements on security, health and safety.
- 4.3 The Services shall be provided by the Contractor's staff in such manner and at such locations as specified in the Specification or as may be agreed between the SPHC and the Contractor from time to time or upon the requests of the SPHC due to exigencies.
- 4.4 The Contractor's staff shall meet the requirements in the Specification and at all times comply with all applicable law including without limitation obtaining and renewing all necessary permits required by law to perform the Services under this Contract.
- 4.5 The Contractor shall be responsible for the good conduct of its staff whilst on JCHH premises and shall ensure that its staff do not solicit or accept any money or gifts from any JCHH patients or, unless approved by the SPHC, perform any other work or employment (whether paid or unpaid) whilst deployed to provide the Services at the JCHH. The Contractor shall further ensure that its staff shall not use any part of the Building for any purpose unrelated to its duties hereunder.
- 4.6 The SPHC may from time to time request, and on such request the Contractor shall deliver to the SPHC, all up to date personal information on its staff engaged in the provision of the Services. Such information shall include, but not be limited to, their names, photographs, addresses, identity card numbers, permits / licenses and such other information as may be required by the SPHC from time to time.
- 4.7 The Contractor shall provide to its staff tidy and distinguishable uniforms (including raincoats).
- 4.8 If any of the Contractor's staff cannot perform any designated duties at any time, whether due to sickness, incapacity, absenteeism, leave, meals, training, resignation, dismissal or otherwise, the Contractor shall be solely responsible for providing suitable replacements (whether temporary or permanent) complying with Specification to fill such periods of absence.
- 4.9 Upon being required in writing by the SPHC so to do, the Contractor shall immediately remove and not use any staff in the provision of Services who in the opinion of the SPCH are guilty of behaviour prejudicial to the conduct of the SPHC or to the interests of the SPHC.
- 4.10 Notwithstanding anything herein, the SPHC reserves the right to engage or re-deploy other persons to meet particular operational requirements when necessary.

5. **Payment Obligations**

- 5.1 The SPHC will pay for the Services at the Price for such Services specified in the Tender Subject Matter, which shall be provided on the terms and conditions of this Contract, to the exclusion of all other terms and conditions whatsoever.

- 5.2 The Contractor shall be entitled to invoice the SPHC for the Prices set out in the Specification, and in accordance with the payment schedule set out therein. Payment shall be due on the date of receipt of the Contractor's invoice and made within thirty (30) days thereof.
- 5.3 The SPHC shall pay to the Contractor the Price in the manner set out in the payment schedule in the Specification.
- 5.4 The Price shall include all tax, duties and any other levies, surcharges, charges or disbursements that may be applicable or incurred by the Contractor in the provision of the Services. No further payment shall be made in respect thereof by the SPHC.
- 5.5 The Contractor shall not be entitled to any increase in the price by reason of foreign exchange fluctuation.

6. **Term**

- 6.1 This Contract shall be for the duration of the Term.
- 6.2 The SPHC shall have an option to extend this Contract for a further terms of 12 months from the expiry of the Term upon the same terms and conditions herein contained save and except this option clause.
- 6.3 The SPHC may exercise this option at any time by written notice to the Contractor prior to the expiration of the Term.

7. **Insurance**

The Contractor shall:

- 7.1 Take out and maintain adequate comprehensive general liability insurance with a reputable insurance company to cover all of its liabilities in respect of personal injury to or death or any person and loss or damage to property, whether real or personal, as a result of the provision of the Services (including death or personal injury of the contractor's staff) and shall ensure that such insurance covers claims against the Contractor arising at common law with a minimum limit of HK\$10-50 Million per occurrence.
The SPHC shall be named as an additional insured on the Contractor's insurance policy and include a Cross Liability Clause;
- 7.2 Take out and maintain Employee's Compensation Insurance to cover all of its liabilities under the ordinance, statute or at Common Law for all persons employed by the Contractor in the provision of the Services and shall be extended to include an "Indemnity to Principal" clause.
- 7.3 Supply the SPHC with copies of insurance policies taken out in compliance with this clause and evidence of all renewals thereof.

8. **Warranties**

- 8.1 The Contractor warrants that it has been issued with all Permits which are current and have not been withdrawn, cancelled, modified or suspended and which authorises the Contractor to perform the Services and any matters incidental to the performance of the Services and further warrants that it shall maintain and renew such Permit during the Contract.
- 8.2 The Contractor warrants that the Services will be performed by competent persons exercising due skill and care and that such person shall hold all necessary and valid permits and licenses as may be required by law to perform such Services.
- 8.3 The Contractor undertakes to forthwith remedy free of charge to the SPHC any failure in the Services.
- 8.4 The Contractor shall rectify such faulty or inadequate Services forthwith by appropriate action as determined at the SPHC's option.
- 8.5 If The Contractor fails to perform its obligations under this Clause then the provisions of Clause 12 shall apply.

- 8.6 The Contractor's liability under this clause shall be in addition to any warranty or condition, express or implied, statutory or otherwise as to the merchantability or fitness for a particular purpose of the Services or any part thereof or relating to the supply of services generally.
- 8.7 The Contractor warrants that no announcement or publicity concerning this Contract or any matter ancillary thereto shall be made by the Contractor without the prior consent of the SPHC.
- 8.8 The Contractor's liability under this Clause shall be in addition to any warranty or condition, express or implied, statutory or otherwise as to the merchantability or fitness for a particular purpose of the Services or any part thereof, or relating to the supply of Services generally.

9. **Indemnity**

- 9.1 The Contractor indemnifies and will keep indemnified the SPHC from and against any and all losses and expenses (whether direct, indirect or consequential) including all legal fees and costs, damages or liabilities (whether civil, criminal, statutory or otherwise), claims, demands, actions, proceedings of whatever nature suffered or incurred by the SPHC arising out of or in relation to or resulting from a breach of this Contract by the Contractor including:
- (a) any act, neglect or default of the Contractor, its employees, or agents;
 - (b) breaches in respect of any matter arising from the supply of the Services resulting in any claim against the SPHC, its agents or employees by any third party; and
 - (c) Damage to any property of the SPHC arising from the supply of the Services.
- 9.2 Without prejudice to Clause 9.1 above, the Contractor shall be solely responsible for all liability, loss or damage to property or injury to any person arising out of or in relation to acts, neglect or default of the Contractor, its employees, sub-contractors or agents in relation to its or their acts and omissions.

10. **Liability for Damages or Compensation**

- 10.1 The SPHC shall not liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance (Cap. 22 of the laws of Hong Kong), the Employees' Compensation Ordinance (Cap. 282 of the laws of Hong Kong), the Occupiers' Liability Ordinance (Cap. 314 of the laws of Hong Kong) or at common law by or in consequence of any accidents or injury to any workman or other person whether in the employ of the Contractor or in the performance of the Contractor's obligations under this Contract (save and except liability for death or personal injury resulting directly from negligence of the SPHC) and the Contractor shall indemnify and keep indemnified the SPHC against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 10.2 In the event that any workman or other person in the employ of the Contractor or engaged on any work done in pursuance of this Contract suffers any personal injury or death and whether there be a claim for compensation or not, the Contractor shall within 7 days give notice in writing of such personal injury or death to the SPHC.

11. **Occupational Safety and Health**

- 11.1 The Contractor shall, so far as is reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees performing the Contractor's Obligations under this Contract. The Contractor shall for the purpose of this 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 staff's health in connection with the use, handling, storage and transportation of plant of substances.
 - (c) provide adequate information, instructions, resources (including personal protection appliance (PPE) and protective clothings), training and supervision to its employees on work safety and infection control (NB must comply with hospitals' PPE requirements and standards for different work locations based on infection risk perceived during infection outbreak);

- (d) maintain the workplace, including ingress and egress thereto, as far as is within its control, safe and without risks to health;
 - (e) comply with SPHC's infection control policy guidelines and procedures, including personal protective equipment, SPHCs' house rules and emergency procedures;
 - (f) conduct compliance checking to monitor Occupational Safety Health compliance;
 - (g) keep and provide proper documentation of training records, duty rosters, incident reports, audit and inspection records and personal particulars of staff, if required by the SPHC;
 - (h) ensure that the Contractor's employees take care of the safety and health of other persons who may be affected by their act of omission and co-operate with the SPHC's representatives and such other persons to ensure compliance with any applicable statutory requirements; and
- 11.2 The SPHC shall not be liable to respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, the Occupiers' Liability Ordinance or other relevant legislation or at common law arising from any accident or injury to any staff or agent of the Contractor performing any Service (save and except liability for death or personal injury resulting directly from negligence of the SPHC).
- 11.3 The Tenderer shall complete the Infection Control Compliance Checklist in **Schedule 9 of Part IV** to show the contractual obligation to abide by the Infection Control Policy of the SPHC. The Compliance Checklist will be revised in line with the prevailing requirement on infection control. The SPHC will provide the successful Tenderer with the latest version.
- 11.4 The Contractor shall fully indemnify the SPHC from and against all claims, actions, proceedings, demands and suits brought against and/or fines and penalties imposed on the SPHC arising directly or indirectly out of or in connection with the failure of the Contractor to comply with Clause 11.1 above or any other obligations imposed under any applicable statutory requirements, including the Occupational Safety and Health Ordinance (Cap 509) and all costs and expenses in connection therewith.

12. **Termination**

- 12.1 This Contract will expire automatically, without notice being necessary, on expiry of the Term unless the SPHC has exercised its option of renewal hereunder (if any), provided that the SPHC may at any time during the Term by not less than thirty (30) days' written notice to the Contractor terminate this Contract.
- 12.2 The SPHC may at any time by notice in writing terminate this Contract and any licence that may be granted herein (if applicable), without entitling the Contractor to compensation, if:
- (a) the Contractor, being an individual or a partnership, shall at any time receive a bankruptcy notice or petition or be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him, or shall take or suffer any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force or distress or any form of execution against him or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do;
 - (b) the Contractor, being a company, shall become insolvent or enter into any composition or arrangement with its creditors or pass a resolution for winding up (other than for the purpose of amalgamation or reconstruction) or receive a winding up notice or petition or the Court shall make an order for the liquidation of its assets or a Receiver or Manager shall be appointed on behalf of the debenture holders over the whole or part of its assets, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver or Manager, or suffers distress or any form of execution against it;
 - (c) the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this Contract or any other contract with the SPHC

- (d) the Contractor shall cease, or threaten to cease, to carry on business;
- (e) without prejudice to any express right of immediate termination contained in other clauses, the Contractor is in breach of any term of this Contract and fails to rectify such breach within 7 days of being required to do so by the SPHC;
- (f) the Contractor fails to pay its staff or fails to pay its debts as they fall due; or less any deductions as specified in the contract;
- (g) in the absolute discretion of the SPHC, the Services do not meet the standard of service which the SPHC requires or if they fail to comply with the Specification in any respect;
- (h) the Permit or License (if any) which authorises the Contractor and/or its staff to perform its obligations under this Contract is withdrawn, cancelled, suspended or modified to such extent that the Services can no longer be legally perform its obligations hereunder;
- (i) the Contractor is subsequently found to have made a false declaration on convictions to Hong Kong Ordinance at the quotation stage;
- (j) the Contractor or its approved sub-contractor has obtained any convictions under the relevant Ordinance or three demerit points over a rolling period of three years from the same contract.

12.3 Provided always that such termination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the SPHC including the right of the SPHC to procure or engage another contractor or contractors to perform the balance of the uncompleted Services whereupon the Contractor shall be liable for any sums so incurred in excess of the Price.

12.4 Upon termination of this Contract, any licence (actual or implied) granted by the SPHC to the Contractor shall immediately terminate.

13. **Force Majeure**

13.1 Neither the Contractor nor the SPHC shall be liable to the other, or be deemed to be in breach of its obligations under this Contract, by reason of any delay in performing, or any failure to perform, any of its obligations hereunder if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- (a) Act of God, explosion flood, tempest, fire or accident;
- (b) War or threat of war, sabotage insurrection or civil disturbance;
- (c) Changes in or implementation of ordinances, regulations, by-laws; or prohibitions of any kind on the part of any governmental authority enacted or passed after the signing of this Contract.

13.2 Any party affected by an event of force majeure shall notify the other in writing forthwith, and each party's obligations shall be suspended during the continuance of such event of force majeure. In the event that such event of force majeure continues for 3 months or more, then the party not affected by such event may terminate this Contract without liability to the non-terminating party.

14. **Sub-contracting**

The Contractor shall not without the prior written consent of the SPHC sub-contract the whole or a part or parts of the Services or its obligations under this Contract to any person whatsoever. The Contractor agrees to provide to the SPHC information about the proposed sub-contractor including its name, address, the purposes for which the proposed sub-contractor will be engaged and such further information reasonably requested by the SPHC. If all or any part of the Services or the Contractor's obligations are sub-contracted to any person in accordance with this Contract, the Contractor shall remain liable for the full performance thereof and any act or omission of any such person as if such act or omission were its own.

15. **Intellectual Property Right**

15.1 The SPHC shall be the exclusive owner of all deliverables, information, reports, documents, software, data and materials created, supplied or produced under the Contract, as well as the copyrights and intellectual property rights therein. The appointment of the Contractor and payment by the SPHC of the Prices in accordance with this Contract shall operate to assign to the SPHC automatically the entire copyright and intellectual property rights mentioned above without further act by either party being necessary. The Contractor agrees upon demand by the SPHC (whether during or after the Term) to execute such additional document as the SPHC may require to evidence and confirm the assignment of such copyrights and intellectual property rights. Upon completion of the Services, the Contractor will be required to deliver to the SPHC all working papers, computer disks, tapes or other material and documents provided to or prepared by the Contractor pursuant to this Contract.

15.2 The Contractor shall ensure that no intellectual property rights of any third party have been and/or will be infringed in the performance by it of the Services and shall indemnify the SPHC against any claims for breach of intellectual property rights.

16. **Remedy on Contractor's Failure to Perform**

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

17. **Corrupts Gifts**

If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap 201) for the time being in force or any subsidiary legislation made thereafter or under any law of a similar nature in relation to this Contract or any other SPHC contract, the SPHC Representative may, on behalf of the SPHC, terminate this Contract, without entitling the Contractor to any compensation therefor and the Contractor shall indemnify the SPHC against all costs, claims, damages, losses and expenses necessarily incurred or suffered as a result of the termination of this Contract.

18. **Publicity**

The Contractor shall submit to the SPHC all advertising or other publicity material relating to the Contract or the Services supplied or other work done in connection with the Contract wherein the name of the SPHC is mentioned or from which a connection with the SPHC can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material relating to the SPHC or otherwise use of mention the name of SPHC for any promotion or marketing purposes without the prior written consent of the SPHC. Nothing in this Contract expressly or impliedly constitutes an endorsement of any goods or services and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

19. **Confidential Information**

The Contractor shall ensure that his staff should treat any oral or written information which they obtain under the Contract or accidentally overhear or encounter when carrying out their work in the SPHC premises as confidential and they should not disclose such information to any third party.

20. **Compliance with law**

- 20.1 The Contractor shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under this Contract.
- 20.2 The Contractor shall indemnify the SPHC against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, the SPHC reserves the right to claim full compensation in the event of the whole or any part of this Contract not being completed as a result of such failure to comply.

21. **General**

- 21.1 Subject to Clause 14 of Part III, this Contract is personal to the Contractor and the Contractor shall not assign, transfer, sub-contract or purport to assign, transfer or sub-contract to any other person any of its rights, or sub-contract any of its obligation, under this Contract.
- 21.2 This Contract and all the rights and obligations under it may be assigned or transferred by the SPHC.
- 21.3 The Contractor shall be an independent contractor and nothing herein shall be taken to constitute a partnership between the parties nor the appointment of one of the parties as agent or employee of the other.
- 21.4 Any notice or document to be given under this Contract shall be in writing and shall be left at or sent by prepaid post or facsimile transmission to the respective address in this Contract or registered office for the time being of the party to be served or to such other address and/or number as may have been last notified in writing by such party to the other party.
- 21.5 Any such notice or document shall be deemed to have been duly given at the time of delivery (if given by hand) or on the third (3rd) day after posting (if given by prepaid post) or immediately upon transmission with confirmatory answerback (if given by telex or facsimile).
- 21.6 No waiver by the SPHC of any breach of this Contract by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 21.7 Any variation to this Contract shall be binding only if it is recorded in a document signed by both parties.
- 21.8 If any provision of this Contract is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.
- 21.9 This Contract and the Schedules contain the entire understanding between the parties and supersede any prior understanding and/or contracts between the parties respecting the subject matter of this Contract including without limitation the terms of the Tender. There are no representations agreements arrangements or understandings oral or written between the parties relating to the subject matter of this Contract which are not fully expressed herein.
- 21.10 This Contract shall be governed by and construed in accordance with the laws of Hong Kong.

22. **Wages for Contractor Employees**

- 22.1 The monthly wage payable to the Contractor staff shall comply to the Minimum Wage Ordinance (Cap 608).
- 22.2 In the event where there were upward changes in Statutory Minimum Wage (SMW) during the Contract period, the Contractor shall adjust the wage levels to not lower than the SMW solely at Contractor's own accord and no top up funding shall be provided by the SPHC. No adjustment is required should there were downward change in the wage level.
- 22.3 The Contractor shall ensure that the monthly wages rate payable to its staff henceforth shall not be lower than the average monthly wage rates for the equivalent post published in the December 2010 edition of the Census and Statistics Department's Quarterly Report of Wage or the latest legislation

enacted by the Hong Kong Government of HKSAR regarding minimum wage if applicable and whichever is the higher.

- 22.4 The Contractor has to sign up standard employment contracts, in accordance with the latest version as prescribed by the Labour Department which contained details of the wages, daily maximum working hours, working locations and etc, with the staff employed for the provision of this contract. The SPHC will from time to time request the Contractor to provide the signed contract for inspection. Contractors failed to provide the standard employment contracts shall be regarded as breach of contractual obligation and a default notice will be issued to the contractor. The standard employment contract will be revised by the Labour Department from time to time. The Contractor should adopt the standard employment contract in full.
- 22.5 The Contractor must pay the wages to its staff either in the form of direct bank transfer or cheque payment. The SPHC reserves the right to ask the Contractor to produce proof of salary payment to the staff for inspection under the contract.
- 22.6 The Contractor shall be responsible for the costs of all operational and administrative expenses, as well as the depreciation of all assets and equipment. No fee or deposit, under whatever title, shall be collected from its staff.
- 22.7 If the Contract is extended after the Contract Period by the SPHC, the Contractor shall ensure that the monthly wages rate payable to its staff henceforth shall not be lower than the average monthly wage rates for the equivalent posts shown in the latest available C&SD quarterly report or the latest legislation enacted by the Hong Kong Government of HKSAR regarding minimum wage, if applicable, at the time when extension is considered within 1 to 2 months before the expiry of the present Contract.

23. **Arbitration**

- 23.1 Any dispute which may arise between the parties touching, concerning or affecting this Contract shall be determined as provided below:
 - (a) For a period of 28 days, extendable by mutual agreement, the parties shall attempt to settle the dispute by informal means; and
 - (b) In the event that no settlement is reached under (a) above, the dispute shall be referred for arbitration in Hong Kong to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society of Hong Kong in accordance with the Arbitration Ordinance (Cap 609) or any statutory modification or re-enactment of it for the time being in force. The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fee for so acting shall be borne by the parties in equal shares unless the arbitrator determines that the fees shall be borne in some other shares.
- 23.2 Unless this Contract has already been terminated, the Contractor shall continue provide the Services during the resolution of the dispute.

24. **Green Initiatives and Environmental Management System**

- 24.1 Environmental protection is one of the key initiatives of the SPHC. Hence, Contractor working in the SPHC should strictly observe the rules and guidelines of good environmental practices for the services according to the environmental policy.
- 24.2 The Contractor shall undertake environment protection measures to reduce the environmental impacts arising from the provision of the services. In particular, the Contractor shall arrange the method of working to minimize the effects on the air, noise, water quality as well as nuisance of waste within and outside the SPHC.
- 24.3 The Contractor shall observe and comply with relevant environmental protection and pollution control ordinances.
- 24.4 The Contractor shall design, construct, operate and maintain pollution control measures to ensure compliance with the Contract provisions as well as the environmental ordinances and their regulations.

24.5 The Contractor shall make due allowance in the rates and in the programme for the provision of the services in compliance with the environmental protection control requirements under this Contract.

25. **Quality of Service**

25.1 The Services shall be as specified in the specifications and shall fulfill all the conditions and terms of any specifications (if any) therein supplied to the Contractor.

25.2 All Specifications reasonably required for the Contractor's guidance in the execution of this Contract shall be provided by the SPHC free of charge but shall be returned on completion of the contract.

26. **Bankruptcy**

26.1 The SPHC's Representative may at any time by notice in writing terminate the Contract without entitling the Contractor to any compensation in any of the following events:

- (a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him, or make any conveyance or assignment of his effects or compositions or arrangement for the benefit of his creditors or purports so to do; or
- (b) if the Contractor, being a company shall pass a resolution or the Court shall make an order for the liquidation of its assets, or a Receiver, or Manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the Court or debenture holders to appoint a Receiver or Manager.

26.2 Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the SPHC.

27. **Contracts (Rights of Third Parties) Ordinance**

27.1 The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to this Contract shall be entitled to enforce any right or term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

28. **Inspection and Rejections**

28.1 All Services performed will be subject to inspection before payment by the SPHC who may withhold payment when the Services have not been performed strictly in accordance with terms and conditions of the Contract. The Contractor shall, upon request by the SPHC, arrange joint site with the SPHC's representatives to facilitate the inspection.

28.2 Without prejudice to any other rights provided under this Contract, the SPHC may by notice in writing reject any Services performed by the Contractor or part thereof which do not strictly conform to the terms and conditions of the Contract.

28.3 Within 48 hours of being notified in writing of the rejected Services the Contractor shall take necessary action to rectify such rejected Services to the satisfaction of the SPHC.

PART IV

TENDERER'S SCHEDULES

The Tenderer is required to submit details of its proposals below, including those required under Part II (Tender Subject Matter). If the Tenderer's proposals depart from any term in Part III (Terms and Conditions), the Tenderer should specify below a list of those departures and reference each departure to the appropriate paragraph(s) and part(s) of the Tender and each should be fully explained and discussed, including the effect of the departure.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV

SCHEDULE 1

(Particulars of the Parties, Terms and Deposit)

Part A: Details of the SPHC

Name : Jockey Club Home for Hospice – The Society for the Promotion of Hospice Care
Address : No. 18 A Kung Kok Shan Road, Shatin, New Territories

Part B: Details of the Contractor

Name : _____
Address : _____

Part C: Term

The Contract shall be for the Term as defined in Clause 3 of Part II (Tender Subject Matter).

Person Authorized to Sign Tender

Name of Tenderer: _____	Name : _____	Authorized Signature: _____
Tenderer's Chop: _____	Position _____	E-mail _____
	Held: _____	Address: _____
Date: _____	Tel. No.: _____	Fax No.: _____

PART IV

SCHEDULE 2

(Specification)

Provision of Security Service for the Society for the Promotion of Hospice Care (“SPHC”)	Tenderers MUST indicate below the extent of compliance of the offered service by filling in “Yes” or “No” and provide the specification of the offered service point by point against each clause of the Tender Specifications.
(M) – Mandatory Requirement	

<u>Clause</u>	<u>Description</u>	<u>Yes</u>	<u>No (Provide Details)</u>
(Please tick as appropriate)			
1	<u>General Description</u>		
1.1	This Quotation calls for the Provision of Security Service for The Society for the Promotion of Hospice Care (SPHC) at No. 18, A Kung Kok Shan Road, Shatin, New Territories. Please refer to <u>Appendix I</u> for the Layout Plan of The Society for the Promotion of Hospice Care (SPHC) (G/F to 3/F) for reference. The Contractor shall fulfil all the requirements according to the specifications as set out in this quotation invitation.	(M)	
2.	<u>Service Requirements</u>		
	The Contractor is required to provide Security Service to SPHC tentatively from 1 July 2021. The following duties are required to be performed where applicable:	(M)	
2.1	To station at locations at the premises to be specified by SPHC;	(M)	
2.2	To check and admit vehicles and persons who are authorized to enter SPHC;	(M)	
2.3	To direct vehicles for parking and traffic within the premises and its perimeters;	(M)	
2.4	To maintain unobstructed access for all emergency government vehicles such as fire engines, ambulance, police cars and etc.;	(M)	
2.5	To take necessary action to stop any unauthorized vehicles from entering or leaving the premises and to keep a record of vehicles entering and leaving SPHC;	(M)	
2.6	To inspect and check validity of parking/entering permits or labels;	(M)	
2.7	To direct visitors within the compound;	(M)	

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
(Please tick as appropriate)				
2.8	To handle members of the press and mass media according to given instructions;		(M)	
2.9	To patrol all parts of the public areas and perimeters of the premises once every 6 hours. And record the time of patrol at all the check points as assigned by SPHC. The patrol records shall be submitted to the management for inspection at intervals specified by the SPHC;		(M)	
2.10	To keep daily records of persons who enter and leave the building during and outside normal office hours;		(M)	
2.11	To refuse entry into the building to any person who in the reasonable opinion of the security guard, is;		(M)	
	2.11.1	under the influence of drink or drugs;	(M)	
	2.11.2	offensively unclean in person or dress;	(M)	
	2.11.3	indecently or insufficiently dressed; or	(M)	
	2.11.4	likely to cause a nuisance.	(M)	
2.12	To prohibit any person from behaving in the premises in an indecent or disorderly manner;		(M)	
2.13	To prohibit any person from smoking within the premises;		(M)	
2.14	To report to the SPHC management in case of fire or when the fire alarm is activated within the premises and to direct the fireman of Fire Services Department to the scene;		(M)	
2.15	To switch off lighting or air-conditioning outside normal office hours according to instructions given by SPHC management;		(M)	
2.16	To switch on and off all common area lighting and lock or open doors, gates and roller shutters at designated times;		(M)	
2.17	To ensure all smoke doors are closed properly and the fire escapes are free of obstruction;		(M)	
2.18	To abate any potential fire hazard;		(M)	

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
(Please tick as appropriate)				
2.19	To check the locks, padlocks, locking devices to ascertain that no tampering has occurred;	(M)		
2.20	To report any breakages or apparent defects that may result in damages to the property, or, that may be likely to cause harm to passers-by;	(M)		
2.21	To record and report details of any vehicles or persons that are noticed to be loitering in the premises;	(M)		
2.22	To take into possession of any found property and record the details in an appropriate register and to hand over the property to SPHC management;	(M)		
2.23	In the event of lift break-down, to report the break-down to the lift maintenance company immediately and where possible advise the passengers trapped in the lift that help has been summoned, and to report to SPHC management within five minutes after discovering the incident, if applicable;	(M)		
2.24	To ensure that all fire resistant doors and emergency exits are kept closed at all times and that firefighting equipment is in the designated location. In the event of fire, to inform the Fire Services Department (Tel: 999) and, if the fire is a major outbreak, to alert all occupants of the premises. Before arrival of the firemen, he shall endeavour to fight and prevent the spread of fire with fire-fighting equipment installed in the premises;	(M)		
2.25	To report to SPHC management any deficiencies and uncleared accumulation of rubbish or abandoned articles which may cause safety or fire-hazards in the public areas;	(M)		
2.26	In the event of a rainstorm or a No. 3 Typhoon Signal, to ensure that all windows and doors in the public areas and vacant accommodation are secured throughout the rainstorm or the typhoon, and to check that surface channels, drains, and gutters and rainwater outlets on roofs are free from blockage and to report to the maintenance office immediately if found blocked;	(M)		
2.27	To attend to emergencies that occur in SPHC;	(M)		
2.28	To check and report any light, air-conditioning and building defects immediately;	(M)		
2.29	To open and close office doors and entrance doors according to time schedules of SPHC;	(M)		

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
		(Please tick as appropriate)		
2.30	To perform any such other duties as may be required from time to time by SPHC management.	(M)		
2.31	To preferably possess the certificate of First-aid or Basic Life Support.	(D)		
2.32	To provide 24-hour security service with minimum number of 2 security guards.	(M)		
3	<u>Site Visit</u>			
3.1	Site visit is scheduled on <u>Thursday, 29 April 2021 at 10:00 a.m.</u> Our user representative(s) of SPHC will answer your enquiries at site for details.	(O)		
3.2	Interested sellers are requested to register on or before <u>26 April 2021 (Monday)</u> by email providing the following information to Ms. Mandy TAM (email: mandytam@hospicecare.org.hk). (a) Name (b) Title (c) Contact No. (d) Contact Email	(D)		

Person Authorized to Sign Tender

Name of Tenderer:	Name :	Authorized Signature:
Tenderer's Chop:	Position Held:	E-mail Address:
Date:	Tel. No.:	Fax No.:

PART IV
SCHEDULE 3

(Price Schedule)

Tenderer should note the followings:-

1. Without specific indication, tenderers should quote prices on 1-year contract basis. All rates are to be fixed throughout the fixed contract term set out in Part C of Schedule 1 of Part IV.
2. Please refer to Part II (Tender Subject Matter) together with the Schedule 2 (Specification) and Appendix I of Part IV for the detailed service requirements.
3. The offer will be considered on an overall basis. Tenderers with partial offer or Tenderer with incomplete information might not be considered.

Routine Services

<u>Item</u>	<u>Charges per Month</u> <u>(HK\$)</u> (Number of security guards per 24 hours x charges per person per month)	<u>Charges for 12-month</u> <u>Contract Period</u> <u>(HK\$)</u>
Provision of Security Service for The Society for the Promotion of Hospice Care as stipulated in Schedule 2		

Person Authorized to Sign Tender

Name of Tenderer: _____ Name : _____ Authorized Signature: _____
Tenderer's Position _____ E-mail _____
Chop: _____ Held: _____ Address: _____

Date: _____ Tel. _____ Fax No.: _____
No.: _____

**PART IV
SCHEDULE 4
(COMPANY/ BUSINESS ORGANIZATION STATUS AND FINANCIAL CAPABILITY)**

Tenderers are requested to submit the following information:

- 1) Name and address of the Tenderer.
- 2) Length and nature of business experience including without limitation experience in the performance and/or supply of the Tender Subject Matter.
- 3) Shareholders/partners of the Tenderer.
- 4) Company infrastructure, organization chart and number of employees.
- 5) Audited accounts/financial statements of the tenderer for the past three years. The latest audited accounts/financial statements must be for the period ended no more than eighteen (18) months before the tender submission date mentioned in Part V OFFER TO BE BOUND. Audited accounts/ financial statements of the tenderer for the past three years. The audited accounts/ financial statements must include Director's report, Auditor's report, Profit and loss statement / Statement of comprehensive income, Balance sheet/ Statement of financial position, Statement of cash flow and Notes to the Accounts/financial statements. The accounts/ financial statements shall be prepared on the same basis For each year in accordance with accounting principles generally accepted in the Hong Kong Special Administrative Region and the disclosure requirements of the Companies Ordinance, Cap. 32/Cap. 622 (as applicable), or for overseas company the equivalent requirements of the local government. Projected profit and loss accounts and cash flow statements for the period of the Contract, showing the revenue, operating expenses, capital expenditure and the sources of finance such as upfront investment and/or debt financing.
- 6) Projected profit and loss accounts/Statement of comprehensive income and cash flow statements for the period of the contract, showing the revenue, operating expenses, capital expenditure and the sources of finance such as upfront investment and/or debt financing.
- 7) Other relevant financial data for the past three years which will indicate the financial viability of the Tenderer and the names and addresses of bankers who are prepared to provide references.
- 8) A copy of its Articles of Association (if incorporated) or other documents evidencing the Tenderer's business and legal status.
- 9) Copies of the organization's Certificate of Incorporation with the Companies Registry (if incorporated), its current business registration certificate and its application form for registration of business.
- 10) Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform.
- 11) Documentary evidence of any agency claimed by the Tenderer in relation to the Tender Subject Matter, whether on a sole or exclusive basis or otherwise.

Failure to comply with the above requirements and to meet the financial vetting requirement of the SPHC will render the Tender invalid.

<u>Person Authorized to Sign Tender</u>		
Name of Tenderer: _____	Name : _____	Authorized Signature: _____
Tenderer's Chop: _____	Position Held: _____	E-mail Address: _____
Date: _____	Tel. No.: _____	Fax No.: _____

PART IV
SCHEDULE 5
LIST OF CLIENTS

List of Clients with Similar Services Previously Provided

Sellers are required to submit a list of i) at least two clients with similar service project ii) at least one service project each year from 2016 to 2021 providing for Government/ NGOs (such as conference, workshops iii) At least one of the provided project is healthcare related. with the following information in accordance with Clause 4 of Schedule 2 – Specifications. Failure in providing the necessary information may render the Quotation Submissions invalid.

	Client's name	Nature of client's business (e.g. healthcare and etc.)	Nature / scope of services provided, and which kind of services the SELLER was involved in	Description of the services and highlight the part of the services that are of relevance to this QUOTATION EXERCISE	Project start date (month / year)	Project end date (month / year)	Project period (i.e. i) <1 year; ii) ≥1 and <2 years; and iii) ≥ 2 years)	Contract value of project (HK\$) (i.e. i) <0.5 million (M); ii) ≥0.5M and <2M; iii) ≥2M and <5M; and iv) ≥5M)
1.								
2								
3								

	Client's name	Nature of client's business (e.g. healthcare and etc.)	Nature / scope of services provided, and which kind of services the SELLER was involved in	Description of the services and highlight the part of the services that are of relevance to this QUOTATION EXERCISE	Project start date (month / year)	Project end date (month / year)	Project period (i.e. i) <1 year; ii) ≥1 and <2 years; and iii) ≥ 2 years)	Contract value of project (HK\$) (i.e. i) <0.5 million (M); ii) ≥0.5M and <2M; iii) ≥2M and <5M; and iv) ≥5M)
4								
5								

Person Authorized to Sign Quotation

Name of Seller : _____ Name : _____ Authorized Signature : _____
 Seller's Chop : _____ Position Held : _____ E-mail Address : _____
 Date : _____ Tel. No. : _____ Fax No. : _____

PART IV
SCHEDULE 6
(Payment Discount)

Tenderers are requested to indicate in the space provided below what discount they would allow on the offered prices for prompt payment.

- (a) 14 clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: _____% discount.
- (b) 28 clear working days from date of receipt of invoice or from date of acceptance of Services, whichever is the later: _____% discount.

Tenderers are requested to insert the word "NIL" in the space provided above if they do not offer any payment discount.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

1. **Statement of Compliance**

Tenderers must provide the following information which are necessary for tenderer evaluation. Failure to provide the following information may render their tender quotations invalid.

- *(a) I/We confirm that the Service offered comply with the required specification in every respect
- *(b) I/We confirm that the Service offered do not comply with the required specification. Should the Service differ from the required specification, tenderers must provide full details of their alternative offer below:

(*Delete whichever is not applicable.)

<u>Item(s) / Clause(s)</u>	<u>Details</u>
----------------------------	----------------

2. **Validity Period**

Our/My offer remains valid for a period of _____ days from the Tender Closing Date.
(According to **Clause 5 of Part I**, the Tenderer undertakes and agrees that its offer shall remain open for not less than 180 days.)

3. **Certificate of Non-Collusion**

I/We certify that this is a bona fide tender, and that I/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. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the date of notification of acceptance 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.

Name of Tenderer: _____	Name : _____	Authorized Signature: _____
Tenderer's Chop: _____	Position Held: _____	E-mail Address: _____
Date: _____	Tel. No.: _____	Fax No.: _____

PART IV
SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

In this certificate, the work “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.

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

- (i) Disqualify my/our Tender from consideration;
 - (ii) Withdraw any confirmation of award of tender already made, without penalty or liability;
 - (iii) Disqualify me/us, our holding company and subsidiaries from participation in any future tenders issued by the SPHC for such period as the SPHC may in its entire discretion consider appropriate;
 - (iv) Take such other actions, including reporting me/us to the government or regulatory authorities in Hong Kong or elsewhere, as the SPHC considers appropriate.
- (4) **Personal Data (Privacy) (Amendment) Ordinance 2012**

The new provisions on data processors under the Amendment Ordinance have 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 endeavours 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.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer’s Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV

SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

- (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 equipment in which the Personal Data are stored;
 - (iv) any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
 - (v) any measures taken for ensuring the secure transmission of Personal Data.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 8
(Consent of Disclosure)

To : The Society for the Promotion of Hospice Care (“SPHC”)

Re : Provision of Security Service for the Society for the Promotion of Hospice Care

We, *[insert the name of the company]*, hereby irrevocably authorize, consent and agree that if the SPHC agrees to engage us to carry out the (service), the SPHC 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 the SPHC deems fit:

(a) the fees, costs and expenses payable by the SPHC for engaging us; and

(b) the fee proposal submitted by us on *[insert the relevant date]*.

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

Dated this _____ day of _____

SIGNED by _____)
[insert the name(s) of the signator(ies)]
of the _____)
[insert the post(s) of the signator(ies)]
of the _____)
[insert the name of the company]

in the presence of :

- Signature of

Witness Name of

Witness:

Occupation:

Address:

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer’s Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 9
(Infection Control Compliance Checklist)

Please “tick” the appropriate box

		Yes	No*	N/A Remarks for non-compliance
1	Other Workers entering the high-risk patient areas in SPHC must follow the on-site SARS screening check e.g. body temperature check and registration of personal details for contact tracing.			
2	Other Workers who have travelled to the high risk areas and have symptoms of fever, unexplained muscle aches, severe fatigue, headache, recent cough, shortness of breath must be reported and referred to the Accident and Emergency Department to seek medical advice and consultation.			
3	Other Workers are not allowed to work in the high-risk patient areas in SPHC unless with mutual consent in special circumstances (emergency situations requiring contractors’ assistance).			
4	Good hand hygiene will be practised by Other Workers (upon entry to the SPHC/ward, throughout the contracted services provided in patient care areas as well as after completion of services).			
5	Full SARS precautions will be adopted by Other Workers upon entering high-risk patient areas in SPHC, including appropriate protective gears comprising masks i.e. N95 respirator/surgical mask and disposable gown as well as goggles and other recommended gears for personal protection against infection.			
6	All Other Workers in SPHC must receive documented training on infection control precautions against SARS. Regular update and supervised drills on infection control practice including proper gowning and de-gowning of personal protection gears should be conducted.			
7	Regular update and drills on infection control practice will be conducted and documented for inspection.			
8.	Equipment/tools used by Other Workers will be properly cleaned or disinfected at all times and after use in SPHC. Proper training in cleansing and dis-infection of tools/equipment will be maintained and will be audited with documentation for inspection.			
9.	Records of duty rosters of Other Workers and incident reporting with proper time logs will be documented and produced without delay upon request by SPHC.			

NB

- (a) “Other Workers” means Contractors/ Sub-contractors/ Term Contractors and their employees as well as staff from Government Departments working in SPHC.
- (b) * If the “no” box is ticked, please provide explanations at the “remarks” column, and provide course of action.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer’s Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 10
(Declaration on Convictions to Hong Kong Ordinances)

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

Item	Ordinance	Content	No Conviction	Conviction (No. of Times)	Details of Conviction
1	Immigration Ordinance (Cap.115) Section 17I(1)	Offence to be employer of a person who is not lawfully employable			
2	Immigration Ordinance (Cap.115) Section 41 and (Cap.221) Section 89	Offence of aiding and abetting another person to breach his condition of stay			
3	Immigration Ordinance (Cap.115) Section 38A(4)	Offence of the construction site controller if a person not lawfully employable takes employment on a construction site			
4	Mandatory Provident Fund Schemes Ordinance (Cap 485)	Section 7 (employer to arrange for employees to become Scheme members), Section 7A (employer and relevant employees required to contribute to registered scheme) and section 43E (making false or misleading statement)			
5	Minimum Wage Ordinance (Cap 608)	Offence to be employer of a person who fails to pay minimum wage amounts to a breach of the wage provisions and willfully and without reasonable excuse fails to pay wages to an employee when it becomes due.			

Note:

1. Tenderers should note that this declaration is a Mandatory requirement for the tender assessment. The information contained above should be correct and genuine, if the Tenderers/Contractor is subsequently found to have made a false declaration, the tender will not be considered and the contract awarded will be terminated.
2. The Contractor if awarded the contract shall report this declaration to the SPHC in every six months' interval throughout the contract period.

Person Authorized to Sign Tender

Name of Tenderer: _____	Name : _____	Authorized Signature: _____
Tenderer's Chop: _____	Position Held: _____	E-mail Address: _____
Date: _____	Tel. No.: _____	Fax No.: _____

PART IV
SCHEDULE 11

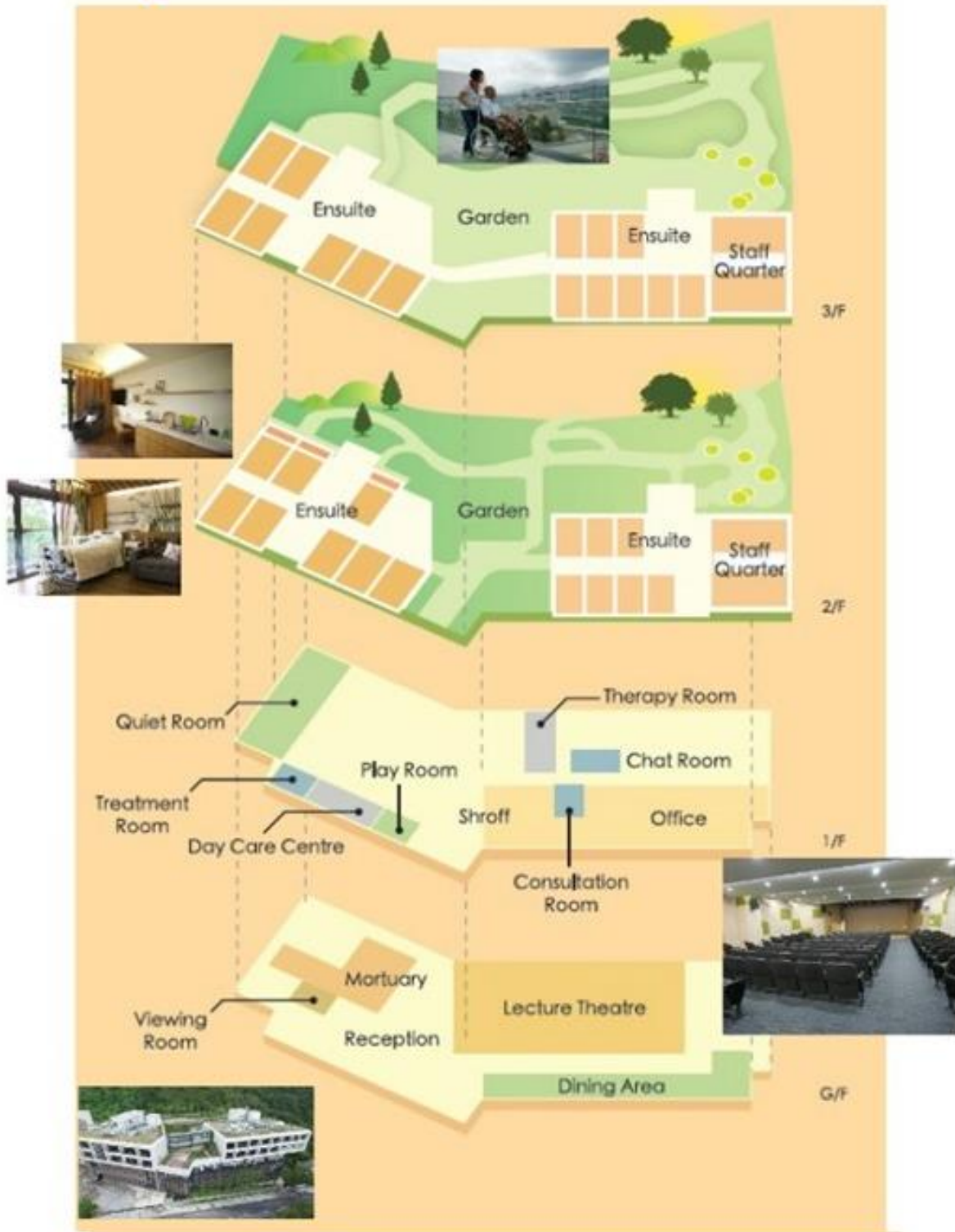
(Supplementary Notes on “Declaration on Convictions to Hong Kong Ordinances”)

1. For the purpose of tender evaluation, if the tenderer concerned has obtained any conviction under the relevant sections of the Ordinances mentioned in this Declaration form (hereinafter referred to “relevant Ordinances”) on or after 1 May 2006, its tender offer shall not be considered for a period of five years from the date of conviction. Notwithstanding this requirement, as a transitional measure, during the first year of implementation, the reference period for the counting of conviction would be the past 12-month period immediately preceding the tender closing date. In other words, for tenders invited between 1 May 2006 and 30 April 2007, the tender offer shall not be considered if, during the 12-month period immediately preceding the tender closing date, the tenderer has obtained any conviction under the relevant Ordinances. From the second year onwards, i.e. for tenders invited on or after 1 May 2006, the reference period for the counting of tenderer’s conviction record will commence from 1 May 2006, which will be the commencement point for each of the following year up to 30 April 2011. Thereafter the reference period for the counting of tenderers’ conviction record should be the five-year period immediately preceding the tender closing date.
2. Convictions will be counted irrespective of whether they are obtained in respect of a government or private contract and irrespective of the type of services offered under the contract. Convictions will be counted by the number of summonses convicted.
3. Conviction under appeal or review should still be counted for the purpose of tender evaluation until it is quashed by the Court.
4. The SPHC will not consider the tender further or terminate the contract if the tenderer or contractor is subsequently found to have made a false declaration at the tendering stage.
5. If the tenderer is a partnership or an unincorporated joint venture or incorporated joint venture, the tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has obtained any conviction under the relevant Ordinances during the period mentioned in paragraph 1 above. In the present context, shareholder or participant means the company holding the share or participating in the partnership or unincorporated joint venture. Tenderers should note that convictions under the relevant Ordinances after the tender closing date will be taken into account. That is, if a tenderer, to whom the contract is intended to be awarded after tender evaluation, has obtained any conviction under the relevant Ordinances before the letter of acceptance of the offer is issued, the SPHC will not award the contract to the concerned tenderer.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer’s Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

Layout Plan of JCHH



**PART V
OFFER TO BE BOUND**

If the Tenderer is a firm (that is, it operators either as a sole proprietorship or a partnership and holds a business registration certificate issued by the Business Registration Office), please complete and sign Part A below:

Part A

1. The Tenderer hereinafter mentioned hereby agrees to supply and/or perform the Tender Subject Matter to the SPHC subject to and in accordance with the Tender.
2. The Tenderer certifies that the following particulars are correct:
 - (a) The number of the Tenderer's Business Registration Certificate is _____.
 - (b) The date of expiry of the Tenderer's Business Registration Certificate is _____.
3. [If the Tenderer is a partnership] The undersigned is/are partner(s) in the Tenderer and am/are duly authorized to bind the Tenderer and the partners therein for the time being by my/our signature.
4. [If the Tenderer is a partnership] This Tender is submitted on behalf of myself/ourselves and the Tenderer and the other partners thereof namely (state names and residential addresses of all other partners):

5. In the event of any queries relating to the Tenderer's offer please contact the Tenderer as follows:

Tel. No. _____

Fax. No. _____

Contact Person _____

Name of Tenderer: _____

Business Address: _____

Signature(s) : _____

(Name)
(Address)

: _____

(Name)
(Address)

Date : _____

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

**PART V
OFFER TO BE BOUND**

If the Tenderer is a limited company (that is, it holds a business registration certificate issued by to Business Registration Office and a certificate of incorporation issued by the Companies Registry), please complete and sign Part B below:

Part B

1. The Tenderer hereinafter mentioned hereby agrees to supply and/or perform the Tender Subject Matter to the SPHC subject to and in accordance with the Tender.
2. The Tenderer certifies that the following particulars are correct:
 - (a) The number of the Tenderer's Business Registration Certificate is _____ .
 - (b) The date of expiry of the Tenderer's Business Registration Certificate is _____ .
 - (c) The number of the Tenderer's Certificate of Incorporation is _____ .
 - (d) The date of incorporation of the Tenderer is _____ .
3. The undersigned director(s) is/are duly authorized to bind the Tenderer by my/our signature.
4. The Tender is submitted with the full authority of and on behalf of the Tenderer.
5. In the event of any queries relating to the Tenderer's offer please contact the Tenderer as follows:

Tel. No. _____

Fax. No. _____

Contact Person _____

Name of Tenderer: _____

Business Address: _____

Signature(s) : _____
(Name) (Position in Tenderer)
(Address)

: _____
(Name) (Position in Tenderer)
(Address)

Date : _____

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
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Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
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Date:	_____	Tel. No.:	_____	Fax No.:	_____
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PART VI
MEMORANDUM OF ACCEPTANCE
(to be filled by JCHH/SPHC)

On behalf of the SPHC, I, _____
(name and position of officer)

accept your offer upon the terms of this Contract so far as such offer relates to the following item(s) in the schedule:

.....

.....

.....

.....

Dated this day of

Signed by the said:] in the presence of:]

.....] ]

.....] ]

(name and designation of officer)]

(name and designation of officer)]

PART VII – Appendix I

CONFIDENTIALITY UNDERTAKING

[under Clause 16 of Part I & to be submitted upon contract award]

This DEED OF UNDERTAKING is made _____ day of _____ 202____.

BY _____ of _____ (HKID Card/Passport No. _____) (the “**Confidee**”) in favour of the SPHC, a statutory body incorporated under Chapter 113 of the laws of Hong Kong (“**SPHC**”).

1. Through the agreement between the SPHC and (name of Contractor) dated (date) (designated as SPHC Contract No. _____) (“**Agreement**”), the Confidee shall have access to the SPHC’s Confidential Information (as defined below).
2. The Confidee hereby undertakes and covenants with the SPHC, in respect of or for the purposes of the Agreement, as follows:
 - (a) All information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any medical records, personal particulars records and Personal Data [as defined in the Personal Data (Privacy) Ordinance (Cap. 486)] and materials of any nature (in or on whatever media) collected, generated, produced or accessible by the Confidee from the SPHC under the Agreement or which the SPHC has for the purposes of or in the course of the Agreement disclosed supplied made available or communicated to the Confidee, shall be treated as confidential information (collectively “**Confidential Information**”).
 - (b) The Confidee shall not, during the continuance of the Agreement or at any time thereafter, disclose to any person any Confidential Information other than in performance of the Confidee’s duties and obligations under the Agreement or with the prior written consent of the SPHC.
 - (c) Clause 2 shall not apply to the disclosure of any Confidential Information:
 - (i) already known to the recipient other than as a result of disclosure by the Confidee; or
 - (ii) which is or becomes public knowledge other than as a result of disclosure by or fault of the Confidee.
 - (d) The Confidee shall not make use of or reproduce any Confidential Information, other than in the performance of the Confidee’s duties and obligations under the Agreement or with the prior written consent of the SPHC.
3. For the avoidance of doubt, this Deed shall survive the expiration or early termination of the Agreement.

IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

SIGNED and DELIVERED

by the Confidee in the presence of:

Confidee

Witness

PART VIII

NOTICE FOR SUBMISSION OF TENDERS

(In addition to Clause 16.7 - Part I Terms of Tender of Tender Form JCHH(G)231B,
please read this notice before you provide any Personal Data to us)

The Society for the Promotion of Hospice Care (SPHC) is a non-profit making organization in Hong Kong advocating holistic and quality care for people with life-limiting illnesses and their families. The Jockey Club Home for Hospice (JCHH) is the provision of family-oriented hospice care. Our staff members may ask you to provide your Personal Data for purposes related to evaluation of your tender/offer of tender contract.

If you wish to require access to and/or correction of your Personal Data, you may do so under Personal Data (Privacy) Ordinance. For request(s) relating to SPHC, please fax your request / enquiry to the responsible officer of Procurement and Stocks Control Section at fax no. **2336 2776**.

PART IX

NO OFFER REPLY SLIP FOR TENDER INVITATION

- ♦ Vendors who do not intend to make offer to this tender/ quotation invitation should complete and return this “No Offer Reply Slip” before the closing date and time as specified below;
- ♦ Information provided will be updated for reference in future tender/ quotation exercise;
- ♦ Failure to do so may lead to deletion from the vendor list maintained by the SPHC

The Society for the Promotion of Hospice Care (SPHC),
Chairman of Quotation Opening Committee
Fax: 2336 2776 (for NO OFFER REPLY)

Tender Details

Tender for	Provision of Security Service for The Society for the Promotion of Hospice Care (SPHC)
Tender ref :	JCHH/T/MT/001/21
Closing date & time :	11 May 2021 at 12:00 noon (Hong Kong Time)

With reference to the above Tender invitation, I confirm that I have received the relevant documents.

(Please tick against the box where applicable)

- The required item(s) is/are * temporarily out of supply/ out of the range of our supply range.
We are selling: _____
- The required tender/ Tender specifications cannot be met. Following mandatory clauses of tender /Tender specifications cannot be met. i.e. Clauses _____
- The delivery date of goods/ service job cannot be met. The production lead time of the first delivery is _____ weeks.
- The requirement of product presentation cannot be met.
- The scale of the required quantity is too *huge/ small to be met.
- The product *has not been/ will not be marketed in Hong Kong.
- The *actual sales pack/ mock-up sample is not available.
- The manufacturer is unable to secure a stable supply.
- The selling price is not competitive.
- Others (please specify)

_____ (Signature)
_____ (Name in Block Letters)
_____ (Post Title)
_____ (Name of Company)
_____ (Date)

_____ (Company stamp)