



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

Tender Ref: JCHH/T/MT/005/20 Contract No: _____ File Ref.: JCHH/T/MT/005/20

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 Laundry Services for The Society for the Promotion of Hospice Care (SPHC), Tender Ref. JCHH/T/MT/005/20, Tender Closing Date 25 November 2020**” and addressed to The Chairman, Tender Opening Committee, Procurement and Stocks Control Section. Apart from the hardcopy, the Tenderer should also submit one softcopy (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 25 November 2020.** 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	- Laundry Process for All Used Linen
Part IX	- Photos of Uniform and Workwear
Part X	- Notice for Submission of Tenders
Part XI	- 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 (Laundry Process for All Used Linen), Part IX (Photos of Uniform and Workwear), Part X (Notice for Submission of Tenders), Part XI (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**

- (a) Tenders are invited for the provision of the Tender Subject Matter subject to and in accordance with the Contract.
- (b) Notwithstanding that the information set in this Quotation has been prepared in good faith, no representation or warranty is given by the SPHC in respect of the current or the estimated service demand.

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 Care, 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**

- (a) Tenderers are requested to complete **Schedule 1 (Particulars of the Parties, Terms & Deposit of Part IV (Tenderer’s Schedules)**, in particular, provide **Schedule 6 (Statement of Compliance & Certificate of Non-Collusion)** and confirm that offer(s) submitted comply with the required Service Requirements in every aspect.
- (b) Sellers are required to complete the **Schedule 2 (Specification)** and confirm point by point that offer(s) submitted comply with the required specifications.
- (c) 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 5 (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 6 (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 5 (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. **Compliance with Law**

- (a) The Contractor shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under this Contract.
- (b) 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.

23. **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.

24. **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.

25. **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.

26. **Minimum Number of Staff and Equipment & Minimum Number of Non-Skilled Workers**

- (a) Sellers shall indicate in their Quotations the number of non-skilled workers, including those with disability, to be employed to provide the Services under the Contract.
- (b) The successful Seller shall provide the number of staff and type of equipment to perform the duties required, details of which are set out in **Schedule 2 - Specification**.

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. **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 Laundry Services to the Jockey Club Home for Hospice (JCHH) in the Society for the Promotion of Hospice Care (SPHC) for a period of twenty-four (24) months.

2. **Objectives**

The SPHC is seeking Contractor to provide Laundry Services to serve the SPHC.

3. **Term of the Contract**

The Contract shall be for an initial period of twenty-four (24) months commencing on **4 January 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).

4.2 **Estimated Quantities**

The quantity of services specified in **Schedule 3 (Price)** is an estimate of probable requirement only and the amount ordered by the SPHC may be up to 30% less or 30% more than such quantity. Within such limits, the seller shall be bound to provision of the services at the contract prices against orders placed during the contractual period.

5. **Payment of Services**

5.1 Payment will be made in Hong Kong Dollars.

5.2 Payment for the contracted laundry service shall be made against invoice addressed to the Chief Operating Officer of SPHC, and should be the subject of all the copies of laundry bill accompanying the invoice.

5.3 Unless otherwise agreed by the SPHC’s Representative, no payment for service so delivered will be made until the same are deemed to have been accepted within the meaning of **Clause 20 of Part III** hereof. Once accepted, payment will be made within 30 days of receipt of invoices.

5.4 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 (including products liability) insurance with a reputable insurance company to cover all of its liabilities in respect of personal injury to or death of 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, including during outbreak of infectious diseases, and the SPHC shall pay to the Contractor all sums 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, tools and equipment 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 provide all necessary assistance and all information on all matters in relation to the Services requested by the SPHC and/or its designated representatives.
- 2.6 The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the SPHC and/or its designated representatives.
- 2.7 The SPHC may issue warnings to the Contractor on all matters relating to the provision of the Services and Contractor shall immediately take all remedial action which may reasonably be required.
- 2.8 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.
- 2.9 The Contractor shall not use any materials in the provision of the Services in any way that may cause harm, discomfort or detriment to the health of the patients, staff or visitors of 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 employ 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 perform all its obligations under this Contract and comply with all rules, regulations and requirements imposed by the SPHC from time to time including the Staff Rules, increased frequency and impromptu requests for assistance, and any requirements on health and safety.

5. **Payment Obligations**

- 5.1 The SPHC shall 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 Part I and Part II.
- 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 insurance with reputable insurance company and, if required by the SPHC, name the SPHC as the co-insured to cover all of its liabilities under ordinances, statute or at common law in respect of personal injury to or death of 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 on an unlimited liability basis;

- 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 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.
- 8.4 The Contractor undertakes to forthwith remedy free of charge to the SPHC any failure in the Services.
- 8.5 The Contractor undertakes to rectify any faulty or inadequate Services forthwith by appropriate action as determined at the SPHC's option.
- 8.6 If The Contractor fails to perform its obligations under this Clause then the provisions of Clause 11 shall apply.
- 8.7 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, 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. **Patients/Copyright Warranty and Indemnity**

- 10.1 The SPHC shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance (Cap 22), the Employees' Compensation Ordinance (Cap 282), the Occupiers' Liability Ordinance (Cap 314) or at common law by or in consequence of any accident 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 and whether there be a claim for compensation or not, the Contractor shall within 7 days give notice in writing of such personal injury to the SPHC.

11. **Termination**

11.1 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.

11.2 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;
- (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.

- 11.3 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.
- 11.4 Upon termination of this Contract, any licence (actual or implied) granted by the SPHC to the Contractor shall immediately terminate.

12. **Force Majeure**

- 12.1 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.
- 12.2 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.

13. **Corrupts Gifts**

- 13.1 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.

14. **Publicity**

- 14.1 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.

15. **Confidential Information**

- 15.1 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.

16. **General**

- 16.1 Subject to Clause 26 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.

- 16.2 This Contract and all the rights and obligations under it may be assigned or transferred by the SPHC.
- 16.3 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.
- 16.4 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.
- 16.5 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 facsimile).
- 16.6 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.
- 16.7 Any variation to this Contract shall be binding only if it is recorded in a document signed by both parties.
- 16.8 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.
- 16.9 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.
- 16.10 This Contract shall be governed by and construed in accordance with the laws of Hong Kong.

17. **Liability for Damages or Compensation**

- 17.1 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.
- 17.2 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.

18. **Occupational Safety and Health**

- 18.1 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. Without prejudice to the foregoing, 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, initiate risk prevention / mitigation procedures 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 or 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 Authority's infection control policy guidelines and procedures, including personal protective equipment, hospitals' 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; and
- (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.

18.2 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).

18.3 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 12.1 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.

19. **Quality of Service**

19.1 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.

19.2 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.

20. **Inspection and Acceptance**

20.1 All Services performed in pursuance of this Contract shall not be deemed to have been accepted unless the SPHC shall so certify.

20.2 All deliveries of clean linen shall be subject to inspection and shall not be deemed to have been accepted unless the linen are not rejected

21. **Rejections**

21.1 Without prejudice to any statutory rights, the SPHC's Representative may reject any linen delivered for reasons of uncleanness and damage or do not strictly conform to the specification.

21.2 Within 24 hours of being notified verbally by the SPHC's Representative or in writing of the rejection of any services the Contractor shall be required to take necessary action to rectify such rejected services.

21.3 Within 24 hours after notification of rejection, the Contractor shall rectify the defects or in the case where replacement of damaged linen or compensation of lost linen by the Contractor is necessary, the Contractor must advise the SPHC's Representative the delivery date when

replacement linen will be delivered unless with the notification of rejection, the SPHC's Representative shall have notified the Contractor that he does not require the replacement of such linen. Unless otherwise provided in the Contractor's offer, the SPHC's Representative reserves the right to apply the **clause 22** hereof relating to termination in the event that replacement delivery cannot be made within the period referred to above and the linen are urgently required to meet essential requirements of SPHC.

21.4 If it shall be proved to the satisfaction of the SPHC's Representative that the Contractor has offered for delivery any linen which have previously been rejected by the SPHC's Representative the latter shall immediately thereupon be at liberty to terminate this contract in the manner provided in **clause 22** hereof and subject to the provisions of such clause.

22. **Default**

22.1 If the contractor shall fail to carry out all or any of the services provided for in the Quotation within the service period or such extended period as may be agreed, the SPHC may terminate this Contract by notice in writing under his hand addressed to the contractor but without prejudice to any claims by the SPHC for breach of Contract and in particular, the right of the SPHC to assign the balance of the uncompleted services to another Seller or Sellers whereupon the contractor shall be liable for any sums so incurred in excess (hereinafter called "any excess") of the Contract price.

23. **Bankruptcy**

23.1 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 for 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.

23.2 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.

24. **Total Quantities**

24.1 The quantities of services specified in the Schedule 3 (Price Schedule) is an estimate of probable requirement only and the amount ordered by the SPHC may be up to 30% less or 30% more than such quantity. Within such limits, the seller shall be bound to provision of services at the contract prices against orders placed during the contractual period.

25. **Penalty**

25.1 The Contractor will be responsible for all charge incurred for urgent arrangement to ensure uninterrupted supply of linen when the Contractor fails to deliver the linen according to the specification.

26. **Sub-contracting**

26.1 The Contractor shall not assign this Contract or any part thereof without the prior written consent of the SPHC. Any assignment or subcontract made without such consent shall be of no effect.

- 26.2 Unless otherwise agreed by the Authority, the Contractor shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or subcontract.
- 26.3 The Contractor shall not be relieved from any of its obligations hereunder by entering into any subcontract for the performance of any part of the Contract and it shall be responsible for the acts, defaults or neglect of any sub-contractor as if they were the acts, defaults or neglect of the Contractor. The Authority may require any or all details of any sub-contract to be divulged to him prior to granting his consent in accordance with clause 26.1 above.

27. **Intellectual Property Right**

- 27.1 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.
- 27.2 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.

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

- 28.1 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.

29. **Arbitration**

- 29.1 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.
- 29.2 Unless this Contract has already been terminated, the Contractor shall continue provide the Services during the resolution of the dispute.

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

- 30.1 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.
- 30.2 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.
- 30.3 The Contractor shall observe and comply with relevant environmental protection and pollution control ordinances.

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

- 31.1 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.

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.

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

Part D: Contract Deposit

The Deposit shall be a sum equivalent to 2% of the estimated contract value.

		<u>Person Authorized to Sign Tender</u>			
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 Laundry Services to 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 tender calls for the Provision of Laundry Service for a period of twenty-four (24) months to The Jockey Club Home for Hospice (JCHH) in The Society for the Promotion of Hospice Care (SPHC).	(M)		
1.2	The soiled linen, including all varieties of curtain, bedding, working clothes, staff uniform and / or any special items requested by SPHC, shall be collected, cleaned and returned to SPHC by the contractor.	(M)		
2	<u>Scope of Service</u>			
2.1	The Contractor shall provide service on every Monday, Wednesday and Friday (include public holidays). In case of sudden surge in demand, the Contractor shall be required to provide service apart from those scheduled days normally with 24 hours’ prior notice.	(M)		
2.2	The service shall include the collection of soiled linen from SPHC, and delivery of clean linen to the SPHC. Collection of soiled linen and delivery of clean linen shall be made at designated location at a frequency and time as specified by the SPHC. The Contractor shall not adjust/change the collection and delivery schedule without prior approval from the SPHC.	(M)		
2.3	In emergency situation, the Contractor shall be requested to provide immediate service without any prior notice given. Upon order given by SPHC, the Contractor shall pick-up soiled linen from designated place within 4 hours. The collected linen should be cleaned and returned to the designated places within 24 hours. If typhoon signal #8 or above, or Black rainstorm signal, was cancelled between 5:00 to 17:00, contractor shall resume the service within 4 hours. However SPHC reserves the right to	(M)		

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
			(Please tick as appropriate)	
	instruct Contractor to arrange urgent delivery during the adverse weather situation.			
3	<u>Classification of Linen Handling</u>			
3.1	The Contractor shall not, without the written consent of the SPHC's Representative, apply dry cleansing or apply special treatment to any linen to be laundered which may be resulted at higher price than the contracted price. Any dry cleansing or special treatment to any linen considered necessary by the Contractor should be the subject of prior notification to the SPHC's Representative and obtaining his consent in writing.	(M)		
3.2	Linen items should be finished at habitual manner, such as tumble drying, calendaring, pressing or tunnel finishing, subject to the requirement by the SPHC's Representative.	(M)		
4	<u>Laundering Process</u>			
4.1	The Contractor shall ensure that all linen is disinfected by being washed, according to the prevalent handling soiled / infected linen guideline in SHPC. The prevalent guideline and Laundering Process is in Part VIII -Appendix II .	(M)		
4.2	The Contractor shall ensure separate laundering of SPHC linen items from clothing / linen of other non-SPHC clients.	(M)		
4.3	The Contractor shall ensure batch-in batch-out practice is in place throughout the whole laundering process.	(M)		
4.4	All washing machinery used in the provision of the services shall be so designed and so operated to reduce any risk of re-infection of articles of laundry in the course of the process after the thermal disinfection stage.	(M)		
4.5	The Contractor shall provide all cleaning consumables/materials and detergent for the service at no additional cost.	(M)		
5	<u>Transportation and Delivery</u>			
5.1	The Contractor shall perform prompt collection and delivery of linen, according to the delivery schedule provided by SPHC.	(M)		
5.2	The Contractor shall not transport the used and clean linen concurrently in the same delivery vehicle. The Contractor's linen truck should be cleaned and disinfected prior to conveying clean linen back to the SPHC.	(M)		

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
			(Please tick as appropriate)	
5.3	The Contractor shall provide a worker who is responsible for delivering the cleaned laundry items to the designated area. of SPHC for handover when the linen is sent back to SPHC.	(M)		
5.4	The Contractor shall provide linen truck and / or plastic boxes for the collection of laundry bags containing dirty linen.	(M)		
5.5	All necessary mobile laundry containers, canvas bags, polyethylene bags etc., will be supplied by the Contractor at its own cost.	(M)		
5.6	The Contractor should use clean and disinfected trolleys or plastic pallets for conveying clean linen back to the SPHC. Carts or trolleys used for transportation clean and used linen in the laundry should be separated and distinguished with clear identification. SPHC would send soiled linen to contractor via SPHC's linen cart/trolley. Contractor must clean and disinfect the SPHC's linen cart/trolley before conveying clean linen back to SPHC.	(M)		
5.7	The Contractor shall be responsible for loading and unloading of linen at the designated locations in SPHC.	(M)		
6	<u>Monitoring of Linen Handling</u>			
6.1	The Contractor shall be responsible for compensation for any linen unreasonably damaged or lost by him. When compensation for such damage or loss of any linen incurred, the current market price of such linen shall be based. Should the Contractor fail to render the compensation by the due date accepted, the SPCH's Representative shall immediately thereupon be a liberty to take the action outlined in Clause 22 of Part III.	(M)		
6.2	If articles of linen, which are not the Contractor responsibility to replace as defined herein, are so stained that normal processing, re-processing and stain removal treatments do not clean them to the contract standard, the Contractor shall notify SPHC, set the articles on one side and return to SPHC for inspection.	(M)		
6.3	Should the linen items be rejected, the Contractor shall rewash the affected linen at no cost upon requested by the SPHC	(M)		
6.4	Where any known damage occurs, the Contractor shall notify the SPHC for repair or replacement.	(M)		

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
			(Please tick as appropriate)	
6.5	Without prejudice to any more specific obligations imposed by the terms of this Contract, the Contractor shall take all reasonably practicable measures to ensure that articles of laundry are not adversely affected in any way when in the Contractor's possession.	(M)		
6.6	All linen items should be visual clean.	(M)		
6.7	All linen items should not have any residual unpleasant odour.	(M)		
6.8	All linen items should be dry and cool down before packaging / wrapping. Moisture retention level should not exceed 6% before delivery from laundry, during transportation and delivery to hospital.	(M)		
6.9	Should the linen items be rejected, the Contractor shall rewash the affected linen at no cost upon request by the SPHC with records kept.	(M)		
6.10	Clean linen re-contaminated should be re-washed.	(M)		
6.11	All staff uniform / working cloths and patient linen should be washed separately.	(M)		
6.12	All linen items should be folded in the manner as requested by the SPHC.	(M)		
6.13	All linen shall be carefully packed to avoid insects and other foreign objects getting into the bundled linen.	(M)		
6.14	The Contractor shall ensure all working clothes and linen item sorted by sizes and colour before delivery to SPCH.	(M)		
7	QUALITY ASSURANCE			
7.1	To ensure quality assurance, the Contractor should obtain professional accreditation from ISO_9001_2008 (or equivalent) and should keep it valid throughout the contractual period.	(M)		
7.2	The Contractor shall perform quality control at the laundry to ensure that sub-standard linen will not be delivered to SPHC.	(M)		
7.3.	All linen should be thermally disinfected according to the standard of Hospital Authority as stipulated in Part VIII-Appendix II.	(M)		
7.4	All contaminated linen (packed by SPHC in water soluble bags) will be specially handled and subjected to direct washing so as to avoid the crisis of infection in sorting procedures.	(M)		

<u>Clause</u>	<u>Description</u>		<u>Yes</u>	<u>No (Provide Details)</u>
			(Please tick as appropriate)	
8	OSH AND INFECTION CONTROL			
8.1	The Contractor should take all reasonable practice to ensure the health and safety at work of all its employees performing Contractor's obligation under this contract.	(M)		
8.2	The Contractor should provide and maintain a working place and systems of work that are safe and without risk to health.	(M)		
8.3	The Contractor should provide adequate OSH and Infection Control Instructions, trainings and supervision to its employees.	(M)		
8.4	The Contractor should maintain an adequate insurance Employees Compensation and Public Liabilities for this contractual job.	(M)		
9	SERVICE CONTINUITY			
9.1	The Contractor should develop a contingency plan to ensure a continual supply of linen to SPHC (such as having its back-up laundries).	(M)		
9.2	In case of any accident occurs in the laundry plant, the Contractor should be responsible to transfer the linen to its back-up plant at its own cost to continue the laundry work.	(M)		
10	PAYMENT			
10.1	Payment shall be made against invoice issued at the end of each month addressed to SPHC. Once accepted after cross checking, payment shall be made within thirty (30) days after certification.	(M)		

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 2-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 Appendix I and II 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.

I. Regular Items

	<u>Laundrying Items</u>	Estimated Quantity Per Month	Collection 1 time per week Unit Cost (HK\$)	Collection 2 or 3 times per week Unit Cost (HK\$)
(A)	<u>Ward Items (病房項目)</u>			
1	Sheet Bed 床單	1,737		
2	Sheet, Draw 橫單	1,319		
3	Duvet Cover 被袋	826		
4	Pillowcase 枕袋	4,106		
5	Towel, Bath 浴巾	3,430		
6	Towel, Hand 手巾	2,529		
7	Towel, Face 面巾	2,479		
8	Mattress, Thin Cotton 薄棉床墊	447		
9	Double-sided Blanket 雙面毛毯	707		
10	Quilted / Quilt /Duvet (Thick)(Wash) 棉被/羽絨被(厚)(洗)	391		
(B)	<u>Staff Quarters Item (宿舍項目)</u>			
11	Staff Quarter Sheet Bed 宿舍床單	203		
12	Staff Quarter Pillow Case 宿舍枕袋	268		
13	Staff Quarter Duvet Cover 宿舍被袋	248		
(C)	<u>Uniform and Working Clothes (Appendix III of Part VIII)</u>	—	—	—
14	Zip Jacket (Various Color) 拉鍊外套 (多色)	154		
15	Uniform (Shirt) (Ice Apple/Light Blue)(Nurse) 有領制服衫(淺綠/淺藍)(護士)	3,236		

	<u>Laundrying Items</u>		Estimated Quantity Per Month	Collection 1 time per week Unit Cost (HK\$)	Collection 2 or 3 times per week Unit Cost (HK\$)
16	Uniform (Pants)(White/Light Blue) (Nurse)	制服褲(白/淺藍)(護士)	3,223		
17	Lab Coat (White)(Doctor/PT/OT)	白袍(醫生/PT/OT)	213		
18	Workwear Top (V-Neck) (Caribbean Blue) (Doctor)	V領手術衫(湖水藍)(醫生)	154		
19	Workwear Pants (Caribbean Blue) (Doctor)	手術褲(湖水藍)(醫生)	154		
20	Workwear Top (Round Neck) (Green)(PCW)	圓領工作服(綠)(護理員)	1,573		
21	Workwear Pants (Green)(PCW)	工作褲(綠)(護理員)	1,572		
22	Workwear Top (V-Neck) (Purple/Green/Blue) (PT/OT)	V領工作服(紫/綠/藍)(PT/OT)	31		
23	Workwear Pants (Purple/Green) (PT/OT)	工作褲(紫/綠)(PT/OT)	31		
24	Workwear Top (Polo Shirt) (Grey) (WOA)	Polo shirt 工作服(灰)(WOA)	67		
25	Workwear Pants (Black) (WOA)	工作褲(黑)(WOA)	66		

(II) Ad Hoc Items

	<u>Laundrying Items</u>		<u>Add Hoc</u>	<u>Unit Price</u>
1	Bed Cover	床罩	1	
2	Curtain (171" W x 100-1/2" H)	窗簾	8	
3	Curtain (72" W x 86" H)	窗簾	10	
4	Staff Quarter Coverlet	宿舍冷氣被	15	
5	Staff Quarter Duvet	宿舍羽絨被	15	
6	Uniform (Dress)	制服(裙)	132	

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

PART IV
SCHEDULE 5
(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: _____ Tenderer's Chop: _____ Date: _____	Name : _____ Position Held: _____ Tel. No.: _____	Authorized Signature: _____ E-mail Address: _____ Fax No.: _____
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PART IV
SCHEDULE 6

(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.

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 6

(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.

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

PART IV

SCHEDULE 6

(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	_____	E-mail	_____
		Held:	_____	Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 7
(Consent of Disclosure)

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

Re : Provision of Laundry Services to 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:

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

**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	E-mail	
	Held:	Address:	
Date:	Tel. No.:	Fax No.:	

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:

Provision of Laundry Services for The Society for the Promotion of Hospice Care (SPHC) for a period of Twenty-four (24) months with effective from 4 January 2021. SPHC reserves the right to extend the Contract for a period up to Twelve (12) months with the same terms and conditions.

.....
.....
.....
.....

Dated this day of

Signed by the said:]

n the presence of:]

.....]

.....]

.....]

.....]

(name and designation of officer)]

(name and designation of officer)]

Part VIII
Appendix II

Laundry Process for All Used Linen

{With reference to the Hospital Authority's Infection Prevention and Control Guidelines for Healthcare Linen version of January 2016}

1. **Machine Load:** The loads used should be followed by the washing machine manufacturers' recommendations.
2. **Pre-wash:** It allows warming and mixing up of the contents of the washing machine and removing the soiling matter with water set at a maximum temperature of 35⁰C.
3. **Rinse:** It removes soiling from linen.
4. **Main wash:** It combines mechanical action of washing with high or low temperature wash and chemical disinfection if necessary.
 - 4.1 **High temperature wash:** Main wash temperatures should be maintained either at least 75⁰C for 5 minutes or at least 65⁰C for 10 minutes and chemical disinfection. With both options, mixing time must be added. Wash loads of 0.056kg/liter or less will have a mixing time of 4 minutes added to the temperature holding times. Wash loads of more than 0.056kg/liter will have a mixing time of 8 minutes added to the temperature holding times. The wash temperatures will be maintained at:
 - 4.1.1 At least 75⁰C for 5 minutes + mixing time
 - 4.1.2 At least 65⁰C for 10 minutes + mixing time + chemical disinfection#.
 - 4.2 **Low temperature wash:**
 - 4.2.1 **Ozone wash** must be followed with chemical disinfection#. Refer to manufacturer's recommendation for setting up of the desired ozone concentration.
- # **Chemical disinfection:** such as sodium hypochlorite 75-200 ppm and hydrogen peroxide 250-300ppm or equivalent to achieve 4 microbial log reduction. The addition of a disinfecting laundry chemical can compensate for the anticipated loss of antimicrobial activity of the overall laundry process, including:
 - when any of the 4 factors needed to produce hygienically clean textiles (i.e. water temperature, agitation, chemical type and concentration or duration of wash cycle) in laundry process is altered;
 - when textile properties indicate use of cooler water temperature;
 - if a high proportion of the textile load is very heavily soiled;
 - if there is concern about suspended microbes in wash or rinse water settling back onto the textiles in the load.
5. **Final Rinse:** removes all detergent, additives and contaminants from linen by dilution, and "sour" process should be used in the last rinse to neutralize any residual alkali.

**PART IX
Appendix III**

Photos of Uniform and Workwear

<p>14. Zip Jacket (Various Color)</p> 	<p>15. Uniform (Shirt) 16. Uniform (Trousers)</p> 	<p>17. Lab Coat (White)</p> 	<p>18. Workwear Top (Caribbean Blue)</p> 	<p>19. Workwear Pants (Caribbean Blue)</p> 	
<p>20. Workwear Top 21. Workwear Pants (Green)</p>	<p>22. Workwear Top (Purple/Green/Blue)</p>	<p>23. Workwear Pants (Purple/Green/Blue)</p>	<p>24. Workwear Top (Grey Polo T-shirt)</p>	<p>24. Workwear Pants (Black)</p>	<p>Ad Hoc Item 6. Uniform Dress</p>
					

PART X

NOTICE FOR SUBMISSION OF TENDERS

(In addition to Clause 16 - 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 XI

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 Laundry Services for The Society for the Promotion of Hospice Care (SPHC)
Tender ref :	JCHH/T/MT/005/20
Closing date & time :	25 November 2020 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)