



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

Tender Ref: JCHH/T/DW/001/19 Contract No: _____ File Ref.: JCHH/T/DW/001/19

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 Data Input Service for The Society for the Promotion of Hospice Care (SPHC), Tender Ref. JCHH/T/DW/001/19, Tender Closing Date 12 August 2019**” and addressed to The Chairman, Tender Opening Committee, Procurement and Stocks Control Section. **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 **12 August 2019**. 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	- Notice for Submission of Tenders
Part VIII	- 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 (Notice for Submission of Tenders), Part VIII (Reply Slip for Tender Invitation);

“Tender Subject Matter” means the Tender Subject Matter, set out in Part II of the Tender Documents, to be performed and/or supplied by the Contractor under the Contract;

“Tender Submission” means, in relation to a Tenderer, the completed tender (including Tenderer’s Schedules) submitted by the Tenderer to the SPCH under the Tenderer’s offer to be Bound;

“Term” has the meaning given in Clause of Part II – Tender Subject Matter.

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

3. **Invitation to Tender**

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

4. **Tender**

- (a) This Tender relates to the Tender Subject Matter.
- (b) The Tenderer must complete Part IV (Tenderer’s Schedules) and Part V (Offer to be Bound). If the Tenderer wishes to make any change to Part III (Terms and Conditions), it must submit its Tender Submission with a copy of that part with the required amendments marked by manuscript additions or deletions to the terms thereof. All such manuscript changes should be made and initialed by the Tenderer in permanent ink, supported by explanation.
- (c) Tender Documents are to be completed in English or Chinese (except where technical information is expressly required to be provided in English) and in permanent ink or typescript and submitted in the manner stipulated. Tenderers are required to stamp and initial next to any corrections made.
- (d) The Schedule issued with this Tender must not be altered by the Tenderer. Any modification of the Schedule considered necessary by the Tenderer should be the subject of a separate letter accompanying the Tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed 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. Doris WONG)
Phone No.: (852) 2331 7062; Fax No.: (852) 2336 2776
E-mail Address: doriswong@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, No. 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 Schedule)** 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 Schedule) of Part IV (Tenderer’s Schedules)**.
 - ii. The SPHC is not bound to accept any conforming Tender or the lowest price and reserves the right to cancel the Tender or to accept all or part of any Tender.
 - iii. Tenderers should note that once the SPHC has decided to award the Contract, it is not obligated to evaluate any other Tender, including those under concurrent evaluation.
 - iv. If the Contract is not awarded, the SPHC may repeat Step 2 in respect of the remaining Tenders, and again in so doing, it is not obligated to consider all remaining Tenders.
- (b) All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.

8. **Negotiation**

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

9. **Statement of Compliance**

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

10. **Tender Prices**

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

11. Accuracy of Tender Prices

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

12. Payment

Payment will be made in Hong Kong Dollars.

13. Acceptance

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

14. Consent to Disclosure

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

15. Saving

The SPHC Representative is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.

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 **Appendix I**.
- 16.2 Nothing contained above shall apply to prevent the Contractor from disclosing any information:
- (a) in its possession (with full right to disclose) prior to receiving it from the SPHC; or
 - (b) which is or later becomes public knowledge other than by breach of this Clause; or
 - (c) which it may independently develop or receive from a third party (with full right to disclose).
- 16.3 This Clause shall survive the expiry or early termination of this Contract.
- 16.4 Upon the completion, expiry or termination of this Contract, the Contractor shall return to the SPHC all the documents and materials covered by this Clause which have been supplied by the SPHC to the Contractor to enable performance of this Contract.
- 16.5 The Contractor shall procure that all its staff and appointed sub-contractors and agents involved in the performance of the Services sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 16.6 PERSONAL DATA PRIVACY
- (a) The Contractor shall and shall procure its employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time) ("Personal Data") collected by and provided to the Contractor for the purpose of this Agreement.

- (b) The Contractor shall not keep Personal Data longer than is necessary for the fulfilment of the purpose (including any directly related purpose) for which the same are or to be used. The Contractor shall:
- (i) return, destroy or permanently erase all such Personal Data;
 - (ii) destroy or permanently erase all copies of such Personal Data made by the Contractor; and
 - (iii) use all reasonable endeavours to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies made by it or him,

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

- (c) The Contractor shall take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of Personal Data collected by or transferred to it having particular regard to:
- (i) the kind of Personal Data and the harm that could result if any of those things should occur;
 - (ii) the physical location where the Personal Data are stored;
 - (iii) any security measures incorporated (whether by automated means or otherwise) into any equipment in which the Personal Data are stored;
 - (iv) any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
 - (v) any measures taken for ensuring the secure transmission of Personal Data.

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

Personal Data may be made available to:

- (a) SPHC Representative
- (b) any other relevant parties who require it for matters related to evaluation of Tenderer's offer.
- (c) any relevant government departments/appropriate authorities when the SPHC is required to provide it under the relevant legislation for use for the purposes of that legislation.

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

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

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

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

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

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

18. **Basis for Acceptance**

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

19. **Award of Contract**

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

20. **Payment Discounts**

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

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

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

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

The Tenderer has to make declaration on its convictions to the Hong Kong Ordinance as listed in **Schedule 9 (Declaration on Convictions to Hong Kong Ordinances)**. This declaration is a mandatory requirement for the Tender assessment. The tender offer shall not be considered for 5 years counting from the date of conviction, if from 1 May 2014 to the Tender closing date, the Tenderer had any conviction under the aforesaid Ordinances. Convictions will be counted for both the Government and private Contracts and by the numbers of Summons convicted. The SPHC will not consider the tender further or terminate the contract if the tenderer or contractor is subsequently found to have made a false declaration at the tender stage.

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. **Environmentally 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.

27. 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.

28. 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**

Tender Background

This Tender calls for the provision of data input service for the Jockey Club Home for Hospice (JCHH) in the Society for the Promotion of Hospice Care (SPHC). In 2018, JCHH started to build a patient record system and the patient mobile App. This tender is to ensure the normal operation of the newly deployed system, and data migration such as from paper record to electronic record, etc. The provider should provide man-power for data input support.

Existing Environment

Existing JCHH of SPHC use paper to record patient information.

New development system

SPHC will deploy a new system - Pioneer Integrated Palliative and Hospice Care System (iPAHCs). Existing paper record will be inputted into the system.

2. **Objectives**

The SPHC is seeking Contractor to provide workers whom have basic programming skill to input data record to the iPAHC system.

3. **Term of the Contract**

The Contract shall be for a period of twelve (12) months commencing on 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 exercise this right at any time by written notice to the Contractor 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 (Specifications)** of Part IV (Tenderer’s Schedules).

4.2 Services to be provided by the Contractor:

The Contractor should provide service but not limited to the following area:

Data Input:

- (a) Input existing patient record into newly developed system;
- (b) The worker should know both English and Chinese input methods (倉頡 / 速成).
- (c) Some workers should know java program language especially J2EE in order to create batch program and fix the inputted data to suit the system;
- (d) Carry out other duties as instructed by supervisor

4.3 Estimated Demand

- (a) The Estimated Service Demand will be twelve (12) months for data input workers (General office date i.e. Monday to Friday; or may be required to work shift or irregular hours).
- (b) The contractor should provide two types of pay scale. One is for general data input worker and the other for worker who know Java programming.
- (c) The SPHC are not bound by such estimation and the SPHC is free to increase or decrease, cancel or reschedule the Services required by giving prior notice stipulated in clause 4.6 below.

- (d) Subject to Clause 4.6, once the contract is awarded the Contractor shall plan the manpower of data input worker to meet the Estimated Service Demand.
- (e) The Contractor shall use all reasonable efforts to prevent personnel turnover of the data input worker assigned to the SPHC so as to maintain stability and continuity of services without disruption.

4.4 Notices to be Given

- (a) The Contractor shall provide the data input worker's man-power rank and its man-day / man-hour to SPHC before commencement of service.
- (b) The SPHC will give the Contractor at least a day-end prior notice should any requirement need to be cancelled or re-scheduled. During bad weather include tropical cyclone warning no. 8 or above, and black rainstorm signal, the SPHC may cancel request for data input worker or reschedule upon notification by Hong Kong Observatory.
- (c) The Contractor must inform SPHC at least 2 hours prior to the commencement of any sudden changes (such as sick leave of the assigned data input worker) and the details of the replacement in his/her place.

4.5 Requirements of the data input worker

Data Input Worker

- (a) The Contractor must be able to provide data input worker to the SPHC within 7 days upon request;
- (b) The assigned data input worker must meet the following requirements;
 - (i) Holder of Hong Kong Identity Card;
 - (ii) Able to speak fluent Cantonese
 - (iii) The general input data worker shall be a Diploma or Sub-Degree holder or above or equivalent;
 - (iv) Possess minimum 1 years' related working experience;
 - (v) For workers who know Java programming shall have at least 1 year of solid experience in application design, development, testing and deployment in J2EE area and proficiency in using MySQL and SQL scripting. He / She should be a Higher Diploma or Degree holder or above in Computer Science, IT, Software Engineering or equivalent;
 - (vi) Self-motivated with strong sense of responsibility and able to work in a team with proven tasks management skills
 - (vii) Good problem solving, communication and interpersonal skills

The data input worker shall bring along a copy of his / her valid **academic record with transcript** as mentioned in 4.5 (b) above which has been certified by the Contractor and his / her original Hong Kong Identity Card upon reporting duty to the SPHC.

- (c) The Contractor must ensure that:
 - (i) Data input worker will wear a work badge with photo within SPHC.
 - (ii) The Contractor shall provide photos to the SPHC.
- (d) The Contractor shall provide information and materials to the data input worker in clear and unambiguous terms that there are no contract of services between the data input worker and the SPHC.

4.6 Requirements of the Contractor

The contractor shall provide project reference relating to at least one of the followings in **Schedule 11**:

- (i) project related to input data for healthcare service especially on hospital;
- (ii) project related to java programming for healthcare service especially on hospital;
- (iii) Contractor relevant experience on NGO or similar healthcare service.

5. **Training**

- (a) The Contractor must ensure that the data input worker has received training, and continue to receive necessary training during the Term, in order to effectively provide the services, including but not limited to the following areas:
 - Safety
 - Occupational Safety and Health awareness
 - Personal Data Privacy and Confidentiality
- (b) The Contractor shall provide at its own cost and expense all training equipment and materials including without limitation to films, slides, literature, daily work and project schedules, standard operational procedures and training manuals.
- (c) Upon requested by the SPHC, the Contractor shall supply the SPHC with written details of the training being given to their data input worker for performing the Services.

6. **Payment of Services**

- (a) The Contractor must ensure that data input worker and follow the SPHC's daily certification procedures in certifying the Services by a SPHC staff designated by the SPHC.
- (b) Unless otherwise provided, the Contractor shall provide time sheets consisting of the following information and forward to the SPHC Representative in electronic version for checking the certification biweekly:
 - Starting Time and Date
 - Ending Time and Date
 - Name(s) of data input worker(s)
 - Period of the Time Worked
 - No. of Hours Worked (Exclude lunch hour)
 - Rate Charges (i.e. charge per shift)
 - Any Extra Charges
- (c) Once the procedures in Clause 6(b) have been completed, the Contractor shall issue original copy of invoices to the SPHC based on the time sheets duly checked and so certified by the SPHC. Unless otherwise provided, payment shall be made within 30 days from the date of receipt of the invoices by the SPHC after the Services have been performed and after the certification by the SPHC's Representatives that the Services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the SPHC.
- (d) The SPHC shall not be liable for any payment to the data input worker(s) in respect of the Services provided by them to the SPHC. The Contractor shall make necessary arrangement at its own cost to ensure due and timely payment for the Services provided by the data input worker.

7. **Insurance**

- (a) The data input worker referred or assigned to work in the SPHC shall maintain their own insurance against Professional Indemnity (PI) / Malpractice Liability (ML) with a policy limit of not less than HK\$5 million in any one accident arising during the course of their work in the SPHC. Should any such case occur, the Contractor and the concerned data input worker shall immediately report to the SPHC about the incident.
- (b) The amount of Personal Accident insurance cover per person per accident shall not be less than HK\$300,000.00
- (c) The Contractor shall supply the SPHC with copies of insurance policies taken out as such and evidence of all renewals thereof.
- (d) The Contractor shall verify and provide to the SPHC evidences of the related data input workers' insurance against Professional Indemnity / Malpractice Liability and Personal Accidents together with the return of duty roster.

8. Privacy of Personal Data

- (a) The Contractor and its staff must treat any data provided by the SPHC, including but not limited to program, 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).
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Contractor shall ensure that the data input worker will be bound by similar obligations in relation to protection of personal data privacy and they shall not use such personal data for any purpose which is not permitted under the provisions of this Contract.

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

1. Terms of Supply

These T&Cs shall apply to the Provision of Data Input Service by the Contractor under the Contract.

2. Scope of Work

- 2.1 The Contractor shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the Term, and the SPHC shall pay to the Contractor all charges due to the Contractor for the performance of the Services.
- 2.2 The Contractor shall diligently, promptly and properly provide and co-ordinate the provision of the Services and comply with its duties and obligations in this Contract to the satisfaction of the SPHC.
- 2.3 The Contractor shall ensure that at all times it has adequate staff, 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 by the SPHC or patients.
- 2.5 The Contractor shall comply with all laws, rules and obligations applicable to its provision of the Services.
- 2.6 The Contractor shall provide all necessary assistance and all information on all matters in relation to the Services requested by the SPHC and/or their designated representatives.
- 2.7 The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the SPHC and/or their designated representatives.
- 2.8 The SPHC may issue warnings to the Contractor on all matters relating to the provision of Services and the Contractor shall immediately take all remedial action which may reasonably be required.
- 2.9 The Contractor, its staff and the data input worker shall not perform any duties and obligations under this Contract in such a way that may cause disturbance to patients, staff or visitors of the SPHC or disruption to the normal routines and operations of the SPHC.
- 2.10 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.
- 2.11 The Contractor acknowledges that the time, dates and periods shall be of the essence with respect to the performance of the Services specified to be subject to such requirement under this Contract as well as any times, dates or periods that may by agreement between the parties be substituted for any of them.

3. Permits

- 3.1 The Contractor shall be solely responsible for obtaining and maintaining in effect all Permits and other authorisations which are required to authorise the Contractor to legally perform the Services and any matter incidental to the performance of the Services. Copies of all Permits obtained shall be submitted to the SPHC for retention and record.
- 3.2 The Contractor shall notify the SPHC in writing immediately upon any withdrawal, cancellation, suspension or modification of the Permit which authorises it to perform the Services.
- 3.3 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 authorises the performance of the Services is withdrawn, cancelled, suspended or modified.

4. Staff

- 4.1 The Contractor shall ensure that an adequate number of professional, competent and qualified data input worker are available to provide the Services. The Contractor shall also ensure that the data input worker are not illegal workers.
- 4.2 The Contractor shall ensure that all times during the Term, the data input worker perform all its obligations under this Contract and comply with all rules, regulations and requirements imposed by the SPHC from time to time including any requirements on security, health and safety.

- 4.3 The Contractor shall be responsible for the good conduct of the data input worker and shall ensure that the data input worker do not solicit or accept any money or gifts from any SPHC patients or, unless approved by the SPHC, perform any other work or employment (whether paid or unpaid) whilst deployed to provide the Services.
- 4.4 Upon being required in writing by the SPHC so to do, the Contractor shall immediately remove and not use any data input worker in the provision of Services who in the opinion of the SPHC are guilty of behaviour prejudicial to the interest or reputation of the SPHC.
- 4.5 The SPHC may from time to time request, and on such request the Contractor shall deliver to the SPHC, all up to date personal information on the data input worker engaged in the provision of the Services. Such information shall include, but not be limited to, their names, photographs, addresses, identity card numbers, permits and such other information as may be required by the SPHC from time to time. The Contractor shall ensure that in providing such information, all necessary consent has been obtained from the data input worker concerned.

5. **Payment Obligations**

- 5.1 The SPHC will pay for the Services at the Price for such Services specified in the Tender Subject Matter, which shall be provided on the terms and conditions of this Contract, to the exclusion of all other terms and conditions whatsoever.
- 5.2 The SPHC shall pay to the Contractor the Price in the manner set out in Part I and Part II.
- 5.3 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.

6. **Term**

This Contract shall be for the duration of the Term.

7. **Insurance**

- 7.1 The data input worker referred or assigned to work in the SPHC shall maintain their own insurance against Professional Indemnity (PI) / Malpractice Liability (ML) with a policy limit of not less than HK\$5 million in any one accident arising during the course of their work in the SPHC. Should any such case occur, the Contractor and the concerned data input worker shall immediately report to the SPHC about the incident.
- 7.2 The amount of Personal Accident insurance cover per person per accident shall not be less than HK\$300,000.00.
- 7.3 The Contractor shall arrange, at its own cost, appropriate and adequate insurance (and if required, name the SPHC as the co-insured) with reputable insurance companies to cover all of its liabilities in the performance of its obligations under the Contract including, but not limited to Professional Indemnity (PI) / Malpractice Liability (ML) and Personal Accidents (PA) insurance during the Term to data input worker. The Contractor shall supply the SPHC with copies of insurance policies taken out as such and evidence of all renewals thereof.
- 7.4 The Contractor shall verify and provide evidences of the related data input worker insurance against Professional Indemnity / Malpractice Liability and Personal Accidents together with the duty roster as stated.

8. **Warranties**

- 8.1 The Contractor represents and warrants that it has the power and authority to enter into, and perform its obligations, under the Contract.
- 8.2 All Services provided under the Contract shall comply in all respects with quality standards and requirements specified in the Contract, including but not limited to those requirements which the Contractor has indicated compliance or has undertaken to provide in the Tenderer's Schedules in Part IV.

- 8.3 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 this Contract.
- 8.4 The Contractor warrants that the Services will be performed by competent persons exercising due skill and care.
- 8.5 The Contractor undertakes to forthwith remedy free of charge to the SPHC any failure in the Services.
- 8.6 The Contractor shall rectify such faulty or inadequate Services forthwith by appropriate action as determined at the SPHC's option.
- 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.
- 8.8 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.
- 8.9 The Contractor warrants that it (including its staff and agents) shall at all times comply with and shall not infringe any provision or principle of the Personal Data (Privacy) Ordinance or its or their duty of confidentiality to SPHC patients.
- 8.10 The Contractor undertakes to notify the SPHC in writing as soon as it becomes aware of any occurrence which might materially and adversely affects its ability to perform any of its obligations under the Contract.
- 8.11 In the event any representation, warranty or undertaking of the Contractor shall be or become untrue or incorrect in any respects then notwithstanding any other remedy available to the SPHC, the SPHC may terminate the Contract with immediate effect.
- 8.12 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, sub-contractors or agents;
 - (b) Any breach by the Contractor of any of the warranties, representations or undertakings given by it under the Contract, including without limitation in Clause 8.
 - (c) Any breach or non-performance by the Contractor, its employees, sub-contractors or agents in respect of any matter arising from the supply of Services resulting in any claim against the SPHC, its agents or employees by any third party; and
 - (d) Damage to any property of the SPHC arising from the supply of the Services.
- 9.2 Without prejudice to Clause 9.1 of Part III, the Contractor shall be solely responsible for all liability, loss or damage to property or injury to any person arising out of or in relation to acts, neglect or default of the Contractor, its employees, sub-contractors or agents in relation to its or their acts and omissions.

10. Liability for Damages or Compensation

- 10.1 The SPHC shall not liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance (Cap. 22 of the laws of Hong Kong), the Employees' Compensation Ordinance (Cap. 282 of the laws of Hong Kong), the Occupiers' Liability Ordinance (Cap. 314 of the laws of Hong Kong) or at common law by or in consequence of any accidents or injury to any workman or other person whether in the employ of the Contractor or in the performance of the Contractor's obligations under this Contract'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. For the purpose of this Clause 10.1, "negligence" has the same meaning as defined in section 2(1) of the Control and Exemption Clauses Ordinance (Cap. 71 of the laws of Hong Kong).
- 10.2 In the event that any workman or other person in the employ of the Contractor or engaged on any work done in pursuance of this Contract suffers any personal injury or death and whether there be a claim for compensation or not, the Contractor shall within 7 days give notice in writing of such personal injury or death to the SPHC.

11. 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, sub-contractor or agent of the Contractor shall be found to have committed any offence in the course of providing the Services;
 - (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;
- 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. **Sub-contracting**

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

13. **Intellectual Property Right**

13.1 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.

13.2 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.

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

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

15. **Corrupts Gifts**

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

16. **Publicity**

The Contractor shall submit to the SPHC all advertising or other publicity material relating to the Contract or the Services supplied or other work done in connection with the Contract wherein the name of the SPHC is mentioned or from which a connection with the SPHC can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material relating to the SPHC or otherwise use or 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.

17. Confidential Information

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

18. General

- 18.1 Subject to Clause 12 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.
- 18.2 This Contract and all the rights and obligations under it may be assigned or transferred by the SPHC.
- 18.3 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.
- 18.4 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.
- 18.5 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).
- 18.6 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.
- 18.7 Any variation to this Contract shall be binding only if it is recorded in a document signed by both parties.
- 18.8 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.
- 18.9 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.
- 18.10 This Contract shall be governed by and construed in accordance with the laws of Hong Kong.
- 18.11 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.

CONFIDENTIALITY UNDERTAKING

[under Clause 16.1 of Part I - Terms of Tender & to be submitted upon contract award]

This DEED OF UNDERTAKING is made _____ day of _____ 201_____.

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

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

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

SIGNED and DELIVERED _____)
By the Confidee in the presence of: _____)
_____) **Confidee**

PART IV

SCHEDULE 1

(Particulars of the Parties, Terms and Deposit)

Part A: Details of the Hospitals

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 : _____

	<u>Contact Person</u>	<u>Contact No.</u>	<u>Email</u>
<u>Office Hour</u>			
<u>Non-off Hour</u>			

Part C: Term

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

Person Authorized to Sign Tender

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

PART IV

SCHEDULE 2

(Specifications for Data input Service)

Provision of Data Input Service 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	

Clause	Specifications		Yes	No (Provide details)
			(Please tick as appropriate)	
(I) Data input worker				
1	<u>Requirements</u>			
1.1	This Tender calls for the Provision of the Data Input Service to the SPHC for a period of twelve (12) months from date notified by the SPHC to the Contractor in writing (the “Term”).	(M)		
1.2	Data input worker referred or assigned by the Contractor to work in the SPHC under the Contract shall work from Monday to Friday.	(M)		
1.3	Data input worker may be required to work shifts, irregular hours.	(M)		
1.4	Data input worker may take a meal break of 1 hour.	(M)		
2	<u>The Contractor shall provide the following services during the Term:</u>			
2.1	The services to be provided by the data input worker are required to carry out duties in JCHH areas as assigned by the SPHC, including but not limited to: (a) Prepare data for input into system; (b) Create J2EE program to input into system for data input; (c) Carry out other duties as assigned by the supervisor	(M)		
2.2	SPHC will give the Contractor a day-end prior notice should any requirement need to be cancelled or re-scheduled. During bad weather include tropical cyclone warning no. 8 or above, and black rainstorm signal, the SPHC may cancel request for data input worker or reschedule upon notification by Hong Kong Observatory.	(M)		
2.3	The Contractor must inform SPHC at least 2 hours prior to the commencement of any sudden changes (such as sick leave of the assigned data input worker) and the details of the replacement in his/her place.	(M)		

Clause	Specifications		Yes	No (Provide details)
			(Please tick as appropriate)	
(I)	Data input worker			
3	<u>Insurance</u>			
	3.1 The data input worker assigned to work in the SPHC shall maintain their own insurance against Professional Indemnity (PI) / Malpractice Liability (ML) with a policy limit of not less than HK\$5 million in any one accident arising during the course of their work in the SPHC. Should any such case occur, the Contractor and the concerned data input worker shall immediately report to the SPHC about the incident.	(M)		
	3.2 The amount of Personal Accident insurance cover per person per accident shall not be less than HK\$300,000.00.	(M)		
	3.3 The Contractor shall supply the SPHC with copies of insurance policies taken out as such and evidence of all renewals thereof.	(M)		
	3.4 The Contractor shall verify and provide evidences of the related data input worker's insurance against Professional Indemnity / Malpractice Liability and Personal Accidents together with the duty roster as stated. A copy of the insurance policy should be submitted together with the Tender. Failure to comply with the requirement may render the Tender invalid.	(M)		
4	<u>Qualification and Experience Requirement of data input worker</u>			
	4.1 The data input worker to be assigned to provide data input and prepare program to transfer data services at the SPHC must meet the following requirements: (a) Degree holder or above in Computer Science, IT, Software Engineering or equivalent; (b) Possess minimum 1 years' proven working experience in application design, development, testing and deployment; (c) Project experience in system implementation in J2EE; (d) Solid technical knowledge and skills in managing development on Java platform; (e) Proficiency in using MySQL and SQL scripting;	(M)		
	4.2 The Contractor shall provide the data input worker's copies of transcripts together with a full resumé including details of past experience attached to the application and working experience as required under paragraph 4.1 above.	(M)		

Clause	Specifications		Yes	No (Provide details)
			(Please tick as appropriate)	
(I)	Data input worker			
4.3	Before referring or assigning any data input worker to the SPHC to provide services under the Contract, the Contractor shall ensure that the data input worker: (a) will have been interviewed by the Contractor, (b) will have their references checked; (c) meet the qualifications and experience in paragraphs 4.1 and 4.2 above.	(M)		
4.4	The Contractor shall ensure that data input worker referred or assigned by the Contractor to the SPHC shall provide services under the Contract: (a) in accordance with requirements, guidelines and policies set out by the SPHC.	(M)		
4.5	In case of occurrence of any adverse incident(s), such as professional malpractice or injury on duty, the SPHC shall be immediately informed with full details of the incident(s). The Contractor shall co-operate with the SPHC to complete the incident reporting procedures as required by the SPHC, and must inform the SPHC timeously as and when new information emerges in respect of such incident(s).	(M)		
4.6	Tenderers shall confirm and declare with their tender submissions in Schedule 5 (Quality Assurance Programme & Training) , information or training on safety and personal data privacy and confidentiality that they will provide to data input worker before referring or assigning data input worker to the SPHC. The Contractor shall at its own cost provide to data input worker before referring or assigning them to work in the SPHC, and continue to provide during the Term, information and training on safety and confidentiality and such other information and training as may be required by SPHC.	(M)		
5	<u>Charge Rate</u>			
5.1	Tenderers shall quote daily / hourly rate for data input in Schedule 3 (Price Schedule) . The Price shall remain applicable throughout the Term. If Tenderers wish to include counter-proposal in their offer, the counter-proposal must be clearly stated in Schedule 3 (Price Schedule) . The SPHC reserves the right to accept or reject any such offer. The working time per shift of a data input worker (including meal break) should not exceed 10 hours.	(M)		

Clause	Specifications		Yes	No (Provide details)
			(Please tick as appropriate)	
(I)	Data input worker			
	5.2	<p>Tenderers shall state whether there will be other charges for data input worker working during bad weather (such as typhoon or black rainstorm warning signal) or any other special situations.</p> <p>If there are such other charges, Tenderers shall separately quote and provide sufficient details for these charges in each such situation in the manner as required in Schedule 3 (Price Schedule).</p> <p>These situations may include:</p> <ul style="list-style-type: none"> - Typhoon / black rainstorm warning signal, - Other special situations <p>These should be specified separately in sufficient details to facilitate calculation and payment.</p>	(M)	
	5.3	The Price quoted shall be inclusive of all taxes, levies, surcharges, bank charges, insurance and all costs and expense that may be incurred by data input worker or the Contractor in the performance of the Contract.	(M)	
	5.4	<p>Under the circumstance as listed in Clause 5.4.1 to 5.4.3 below, if the Contractor's staff only reports duty for a period of time less than the hours specified for the requested shift, the charge is to be paid by SPHC on a pro-rata basis of quoted charge in Schedule 3 (Price Schedule).</p> <p>5.4.1 The Contractor staff is requested to leave the duty due to poor performance;</p> <p>5.4.2 The Contractor staff leave duties due to their personal reasons, including but not limited to illnesses;</p> <p>5.4.3 The Contractor Staff is requested to leave the duty before the hoist of tropical cyclone no. 8 or above.</p>	(M)	
6	<u>Time Sheet</u>			
	6.1	<p>Time Sheet on a daily basis and consisting of the following information shall be compiled and provided by the Contractor to SPHC in electronic version for recording the required information to facilitate checking and certification of payment:</p> <ul style="list-style-type: none"> ● The Society for the Promotion of Hospice Care ● Starting Time and Date/Ending Time and Date ● Name(s) of Worker ● Rank / Position of Worker ● Period of Time Worked ● No. of Hours Worked (Exclude lunch hour) ● Any Other Charges 	(M)	

Clause	Specifications		Yes	No (Provide details)
			(Please tick as appropriate)	
(I)	Data input worker			
	6.2	The completed Time Sheet shall be forwarded to the SPHC for checking and certification biweekly. Should there be any dispute on the Time Sheet, the duty records kept by the SPHC shall prevail.	(M)	
7	<u>Invoice</u>			
	7.1	The Contractor shall issue original invoice to the SPHC based on the Time Sheet duly checked and certified by the SPHC.	(M)	
	7.2	The Invoice, together with the checked and certified Time Sheet, will then be forwarded to the SPHC for arrangement of payment.	(M)	
8	<u>Payment</u>			
		Unless otherwise provided, payment will be made within 30 days from the date of receipt of the invoices by the SPHC after the Services have been performed and after the certification by the SPHC's representatives that the Service have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the SPHC.	(M)	
9	<u>Monthly Report</u>			
	9.1	Monthly Report on the actual deployment of data input worker consisting of the following information shall be compiled and provided by the Contractor to SPHC in electronic version free of charge: Name of worker Total no. of Days Worked	(M)	
	9.2	The complete Monthly Report shall be forwarded to the SPHC for reference within 30 days from the month-end of the concerned month.	(M)	
10	Tenderers shall provide details of their contact persons and ways of communication, during office and non-office hours, to enhance communication flow on duty arrangement and emergency situation.		(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 2

(Specifications for Data input Service)

Provision of contractor requirement 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>Specifications</u>	<u>Yes</u>	<u>No (Provide details)</u>
		<u>(Please tick as appropriate)</u>	
(II) Contractor			
The contractor shall provide project references relating to at least one of the followings:		(M)	
<u>Requirements</u>			
1	project related to input data for healthcare service especially on hospital;		
2	project related to java programming for healthcare service especially on hospital;		
3	Contractor relevant experience on NGO or similar healthcare service		
Please submit the above related project name, company serve, date start and project details in Schedule 11 .			

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)
Data input Worker

Part A: Basic Service for Data input worker for SPHC (Mandatory)

<u>Item</u>	<u>Description</u>	<u>No. of Hours / Days</u>	<u>Unit Rate (HK\$)</u>	<u>Total Amount (HK\$)</u>
1	Provision of Data input worker for general data input from Monday to Friday for general working day. (on request)	480 hours	\$ per hour	
2	Provision of Data input worker with knowledge of Java programming from Mondays to Friday for general working date. (on request)	247 days	\$ per day	

Part B: Other Charges (Mandatory)

<u>Item</u>	<u>Description</u>	<u>Unit Rate (HK\$)</u>
1	Provision of Data input worker for general data input working during bad weather or any other special situation	\$ per hour
2	Provision of Data input worker with knowledge of Java programming working during bad weather or any other special situation	\$ per day

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) 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.

Failure to comply with the above requirements will render the Tender invalid.

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 5
(Quality Assurance Program and Training)

Data input worker

The Tenderers are requested to confirm and declare:

1. The data input worker should have the following training on quality assurance system, which should include but not limited to:
 - (a) Quality policy (including but not limited to quality assurance and quality control system).
 - (b) Operation procedures and details including but not limited to accident and incident management workflow and reporting forms.
 - (c) Organization
 - (d) Training on
 - Safety
 - Occupational Safety and Health awareness
 - Personal Data Privacy and Confidentiality
 - (e) Auditing on service performance and evaluation.
2. Recognized quality assurance certification and job related certification are attained, if any. (e.g. ISO certificate, Sun/Oracle Java/J2EE certification, etc.)

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

PART IV
SCHEDULE 6
(Payment Discount)

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

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

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

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

PART IV

SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

1. Statement of Compliance

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

*(a) I/We confirm that the Service offered comply with the required specification in every respect

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

(*Delete whichever is not applicable.)

Item(s) / Clause(s)

Details

2. Validity Period

Our/My offer remains valid for a period of _____ days from the Tender Closing Date.

(According to **Clause 5 of Part I**, the Tenderer undertakes and agrees that its offer shall remain open for not less than 180 days.)

3. Certificate of Non-Collusion

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

- (a) Communicate to any person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- (b) Enter into agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted.
- (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed Tender any act or thing of the sort described above.

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

PART IV

SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

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

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

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

(4) Personal Data (Privacy) (Amendment) Ordinance 2012

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

- (a) I shall/We will and shall/will procure my/our employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”) (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time) (“Personal Data”) collected by and provided to me/us for the purpose of this Tender/Agreement.
- (b) I/We shall not keep Personal Data longer than is necessary for the fulfilment of the purpose (including any directly related purpose) for which the same are or to be used. I shall/we will:
 - (i) return, destroy or permanently erase all such Personal Data;
 - (ii) destroy or permanently erase all copies of such Personal Data made by me/us; and
 - (iii) use all reasonable endeavours to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies made by it or him,

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

Person Authorized to Sign Tender

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

PART IV

SCHEDULE 7

(Statement of Compliance and Certificate of Non-Collusion)

- (c) I shall/We will take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of Personal Data collected by or transferred to it having particular regard to:
- (i) the kind of Personal Data and the harm that could result if any of those things should occur;
 - (ii) the physical location where the Personal Data are stored;
 - (iii) any security measures incorporated (whether by automated means or otherwise) into any equipment in which the Personal Data are stored;
 - (iv) any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data; and
 - (v) any measures taken for ensuring the secure transmission of Personal Data.

Person Authorized to Sign Tender

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

PART IV
SCHEDULE 8
(Consent of Disclosure)

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

Re : Provision of Data Input Service 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)]*, _____)

the *[insert the post(s) of the signator(ie)]* of the *[insert the name of the company]* _____)

in the presence of :- _____)

Signature of Witness:

Name of Witness:

Occupation:

Address:

Person Authorized to Sign Tender

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

PART IV
SCHEDULE 9
(Declaration on Convictions to Hong Kong Ordinances)

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

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

Note:

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

Person Authorized to Sign Tender

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

PART IV

SCHEDULE 10

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

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

Person Authorized to Sign Tender

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

PART IV
SCHEDULE 11

The contractor shall provide project references relating to at least one of the followings:

Requirements:

- project related to input data for healthcare service especially on hospital;
- project related to java programming for healthcare service especially on hospital;
- Contractor relevant experience on NGO or similar healthcare service

Item No.	Project Name	Company Served	Project Start Date	Project End Date	Project Details

Person Authorized to Sign Tender

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

**PART V
OFFER TO BE BOUND**

If the Tenderer is a 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.:	_____

**PART V
OFFER TO BE BOUND**

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

Part B

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

Tel. No. _____

Fax. No. _____

Contact Person _____

Name of Tenderer: _____

Business Address: _____

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

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

Date : _____

Person Authorized to Sign Tender

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

PART VI
MEMORANDUM OF ACCEPTANCE
(to be filled by JCHH/SPHC)

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

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

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

Dated this day of

Signed by the said:]	in the presence of:]
.....]]	
.....]]	
<i>(name and designation of officer)</i>]	<i>(name and designation of officer)]</i>	

PART VII

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 VIII

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 Data Input Service for The Society for the Promotion of Hospice Care (SPHC)
Tender ref :	JCHH/T/DW/001/19
Closing date & time :	12 August 2019 at 12:00 noon

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)