醫院管理局
HOSPITAL AUTHORITY

Name of Hospital: *Princess Margaret Hospital*

Tender Ref: *KWC/P/032-26* *Contract No:* _____ *File Ref.:* _____

TENDER FOR THE SUPPLY OF GOODS

LODGING OF TENDER

Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority

To be acceptable as a tender, this form, properly completed **in duplicate** and enclosed in two separately sealed plain envelopes, one marked as "**Technical Proposal**" which should include all Tender submission except Schedule A (Price). The other envelope marked as "**Price Proposal**" which should include Schedule A (Price) only. Both envelopes should clearly state "**Tender for the Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority** Tender Ref. **KWC/P/032-26** Tender Closing Date **9 September 2026**"and addressed to the **Chairman of the Tender Opening Committee, Kowloon West Cluster, Hospital Authority**. Apart from the hardcopy, the Tenderer should also submit two softcopies (in separate CDROMs) each of the Technical Proposal and Price Proposal, in pdf or Microsoft Excel/Word 2003 or above format. In the event of conflict between the versions of hardcopy and softcopy, the hardcopy version shall prevail. The Tender Submissions must be deposited in the **Cluster Procurement & Materials Management Centre, Kowloon West Cluster Tender Box** situated at **Room 501, 5/F, Block L, Princess Margaret Hospital, 2-10 Princess Margaret Hospital Road, Kwai Chung, New Territories, Hong Kong before 12:00 noon on 9 September 2026.**

The office hours of Kowloon West Cluster Procurement and Materials Management Centre, Hospital Authority, are from Monday to Friday 09:00 to 12:30 & 14:30 to 17:00 except Public Holiday. Please deposit your tender or sample during the office hours.

INTERPRETATION

In this form, unless the context otherwise requires:

"Contract"	means the contract for the supply of Goods 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;
"Goods"	means the articles and/or materials referred to in the Schedule attached hereto ("the Schedule");
"Authority"	means the Hospital Authority, a body corporate established under the Hospital Authority Ordinance 1990;
"Authority Representative"	means the Cluster Chief Executive, Kowloon West Cluster acting for and on behalf of the Authority or any duly authorised officer for the time being performing his duties;
"Hospital"	means any public hospital managed and controlled by the Authority;
"Tender"	means the Tender submitted by the Tenderer for the supply of Goods;
"Tender Closing Date"	means the latest date by which Tender 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 Part IV.

PART I
TERMS OF TENDER

1. Invitation to Tender

Tenders are invited for the supply of Goods to be delivered subject to and in accordance with these Terms of Tender, the General Conditions set out in Part II and the Special Conditions if any, set out in Part III hereof. In the event of any inconsistencies between them, the terms contained in different Parts of this Tender shall prevail in the following order of priority:

Part III (Special Conditions)

Part II (General Conditions)

Part I (Terms of Tender)

2. Tender

(a) This Tender relates to the supply of all (or any part) of the Goods whose details and specifications are set out in the Schedule.

(b) The 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. Where documents to be provided under the Tender Documents are in a language other than the English or Chinese language, a true, accurate and complete English or Chinese translation certified by the translator stating his/her relevant qualifications shall be provided with the original foreign-language document. Tenders not so completed may not be considered.

(c) The Schedule issued with this Tender must not be altered by the Tenderer. Any modification of the Schedule considered necessary by the Tenderer should be the subject of a separate letter accompanying the Tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

(d) Tenders are to be completed in permanent ink or typescript; Tenders not so completed may not be considered.

(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. Where appropriate, descriptive and technical literature on the Goods should be submitted with the Tender. The Authority Representative may request clarification of particulars and data supplied, or additional particulars and data, and if so the Tenderer shall have five working days or such further period as the Authority Representative may specify to submit such further information. Failure to do so within the time period shall result in the Tender being considered incomplete.

3. Tender Validity Period

(a) The Tender validity period is 180 calendar days or such longer period as may be extended as provided for below (the **"Tender Validity Period"**) from the Tender Closing Date (as defined in the "Lodging of Tender").

(b) If an award cannot be made within the Tender Validity Period, a request may be made to some or all Tenderers to extend the tender validity period, at which time they may elect to extend or withdraw their tender.

(c) The Tender shall remain binding on the Tenderer at any time before the expiration of the Tender Validity Period unless and until the Tender is cancelled or terminated by the HA.

4. Tender Prices

The prices to be quoted by the Tenderer are to be in Hong Kong currency and must only be shown on the Schedule. Such prices shall be net prices allowing for all trade and cash discounts and shall include the cost of containers, packing materials, delivery to the location specified in the Schedule. Installation, on-site testing and commissioning fee, training, and any other costs incurred by the Tenderer in performance of this Tender should be separately quoted when required. Prices must remain valid for the duration of the Contract and for the supply of all of the Goods.

5. Acceptance

The successful Tenderer will receive as an indication of acceptance a duplicate copy of this form with PART V hereof duly completed by the Authority Representative. Tenderers who do not receive any notification within 180 days from the Tender Closing Date may assume that their Tenders have not been accepted.

6. Samples

All samples submitted for consideration must be collected by unsuccessful Tenderers within 7 days of either the expiration of the Tender Validity Period or any extended period, or notification of non-acceptance of their offer, whichever shall be the earlier. If, at the expiration of such 7-day period, no arrangements have been made with the Authority Representative for the collection of such samples the Tenderer shall be deemed to have given up all title thereto and the Authority Representative may dispose of the same as he sees fit without being responsible to the Tenderer in respect thereof. The Authority reserves the right to recover from the Tenderer the costs and expenses incurred in disposal of the samples and the Tenderer shall pay such costs and expenses on demand. Receipts must be obtained for the deposit of samples with the Authority Representative who reserves the right to retain such samples unless such receipt is produced at the time of collection.

7. Saving

The Authority 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.

8. Personal Data

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) Authority 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 Authority is required to provide it under the relevant legislation for use for the purposes of that legislation.

The Authority 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 Authority 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.

Ms. Sarah WONG for Cluster Chief Executive
Kowloon West Cluster, Hospital Authority
Authority Representative

Dated this 19th day of August 2026

PART II
GENERAL CONDITIONS OF CONTRACT

1. Total Quantities

The quantities of each item of Goods specified in the Schedule are estimates only and the amount ordered by the Authority may be up to 30% less or 30% more than such quantity. Within such limits, the Tenderer shall be bound to supply the Goods in the quantities ordered in accordance with Clause 4 of this Part and at the rates specified by the Tenderer in the Schedule, and shall have no claim against the Authority for failure to order the estimated quantities.

2. Assignment

The Contractor shall not, without the written consent of the Authority Representative, assign or otherwise transfer or subcontract this Contract or any part share or interest therein, and the performance of this Contract by the Contractor shall be deemed to be personal to him.

3. Goods, Specifications and Proof Notes

(a) The Goods supplied under this Contract shall be of merchantable quality, fit for the purpose for which Goods of that kind are commonly bought, and comply with the specifications as described in the Schedule and any technical literature supplied by the Contractor with his Tender. Unless otherwise stated in the specifications, all Goods supplied under this Contract shall be new and unused. If the Goods are not fit for the purpose or of merchantable quality or fail to comply with the specifications and notwithstanding the provisions of Clause 5 of this Part, the Authority Representative may by notice in writing at any time and from time to time (i) reject all or part of the Goods delivered hereunder, or (ii) require the Contractor to repair or replace all or part of the Goods delivered hereunder or (iii) terminate the Contract forthwith.

(b) Any drawings and information reasonably required for the Contractor's guidance in the execution of this Contract shall be furnished to him free of charge. Drawing which are furnished shall be returned on completion of the Contract, if required.

(c) The Contractor, if required, shall furnish the Authority Representative with a proof note or a certificate showing that the Goods have been subjected to the normal tests for such Goods or such tests as the Authority Representative may reasonably require.

4. Delivery

(a) The Contractor shall, on receipt of a written order signed by the Authority Representative or any person duly authorised by him, supply and deliver at his own expenses the Goods in accordance with the delivery conditions specified in the order and to the destination named in such order, the quantities of Goods therein specified within the time specified in such order, or if no time specified, then within 14 clear working days from the date of such order and for this purpose, time shall be deemed to be the essence of the Contract. Each delivery shall be accompanied by a copy of the order, and the Contractor shall ensure that he obtains a receipt from the Authority Representative, but such receipts shall not constitute an acknowledgement that the Goods therein mentioned are acceptable or satisfactory.

(b) Orders for Goods placed not less than 14 days before the expiration of the Contract shall remain in force until fulfilled in accordance with the terms of this Contract notwithstanding the intervening expiration of this Contract by effluxion of time.

5. Inspection and Acceptance

All Goods delivered shall be subject to inspection and / or testing by the Authority and shall be deemed to have been accepted only when:

(a) the Authority Representative or any person duly authorised by him, furnishes the Contractor with an acceptance note; or

(b) a period of 30 clear working days or otherwise specified in the Contract has expired from the date of delivery and Goods have not been rejected,

whichever date is the later.

6. Rejections

(a) If the Authority rejects any Goods in accordance with Clause 3(a), the Contractor shall remove the same at his own expense within 48 hours of being notified in writing by the Authority Representative of the rejection. If the Contractor fails to remove the Goods within such period, the Authority Representative may dispose of the Goods as he sees fit. No liability shall attach to the Authority in respect of such disposal.

(b) If required by the Authority Representative under Clause 3(a)(ii), the Contractor shall within a reasonable period of time following the rejection replace the Goods rejected. In the case where replacement Goods have to be obtained from sources outside Hong Kong, the Contractor must advise the Authority of the delivery date of such replacement Goods and such date must be to the satisfaction of the Authority Representative. Time shall be of the essence for delivery of such replacement Goods.

(c) In the event that the Contractor offers for delivery any Goods which have previously been rejected by the Authority Representative the Authority shall immediately thereupon be at liberty to terminate this Contract in the manner provided in Clause 8.

7. Payment for Goods

When Goods are delivered under this Contract, an invoice stating the order number, the particulars of Goods delivered and the quantity, rate and value of each item shall be sent by the Contractor to the place of delivery or as otherwise directed by the Authority Representative. Unless otherwise agreed by the Authority Representative, no payment for Goods delivered will be made until the same have been accepted within the meaning of Clause 5 of this Part. Once accepted, payment will be made within 30 clear working days.

8. Default

If the Contractor fails to deliver all or any of the Goods ordered within the time specified in the order or as otherwise provided in Clause 4 of this Part, or the Goods are rejected in accordance with Clause 3(a), or the replacement Goods are not delivered within the period mentioned in Clause 6(b), the Authority Representative shall immediately thereupon be at liberty to terminate this Contract by written notice addressed to the Contractor, but without prejudice to any claims by the Authority Representative for breach of Contract and, in particular, his right to procure any Goods then outstanding from any other source, and the Contractor shall be liable for any sums so incurred in excess of the Contract price.

9. Recovery of Sums Due

Whenever under this Contract or otherwise any sum of money shall be recoverable by the Authority from or payable to the Authority by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Authority contract.

10. Liability and Indemnities

(a) The Authority and its employees or agents shall not be under any liability whatsoever for or in respect of:

(i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any negligence of the Authority or any of its employees or agents or otherwise).

(ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death was caused by the negligence of the Authority or any of its employees or agents.

(b) The Contractor shall indemnify the Authority and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Authority or any of its employees or agents in respect of:

(i) any loss, damage, injury or death referred to in sub-clause (a) of this clause (save and except injury or death caused by the negligence of the Authority or any of its employees or agents).

(ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any negligence of the Contractor or any of its employees or agents.

(c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Authority Representative.

(d) Where required by the Authority, the Contractor shall take out and maintain insurance with a reputable insurer in such manner as it is agreed with the Authority to cover its legal liabilities for loss or damage to property and injury or death to persons as a result of the performance of this Contract.

(e) For the purpose of this clause "negligence" shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clause Ordinance.

11. Bankruptcy

The Authority Representative may at any time by notice in writing terminate this Contract without entitling the Contractor to any compensation in any of the following events:

(a) If the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or

(b) If the Contractor, being a company shall pass a resolution or the Court shall make an order for the liquidation of its assets or a Receiver or Manager shall be appointed over any assets of the Contractor, or circumstances shall have arisen which entitle the court or a creditor to appoint a Receiver or Manager.

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

12. Corrupt 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 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 Authority contract, the Authority Representative may, on behalf of the Authority, terminate this Contract, without entitling the Contractor to any compensation therefor and the Contractor shall indemnify the Authority against all costs, claims, damages, losses and expenses necessarily incurred or suffered as a result by the Authority.

13. Guarantee and Warranty

(a) Without prejudice to the generality of Clause 3(a) hereof, the Contractor will provide a warranty of and guarantee the quality of the Goods, and any part or portion thereof, for a period of 12 months from the date of acceptance thereof.

(b) Notwithstanding Clause 5 of this Part, the Contractor shall make good as soon as possible and without charge, all defects in the Goods arising from defective design, materials, workmanship or any other cause discovered within the said period referred to in sub-clause (a) above.

(c) In the event that the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods, no responsibility for the defective Goods shall rest upon the Authority, and the Authority may dispose of them after a reasonable time in whatever manner as it sees fit and retain any proceeds thereof.

(d) If any defects are not made good within a reasonable time, the Authority may, after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expense without prejudice to any other rights which the Authority may have against the Contractor.

(e) The Contractor shall remain liable to the Authority under the terms of this clause whether or not the Goods, or any part thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any Goods not manufactured by him shall be under at least the same liability to the Contractor as the liability undertaken by the Contractor to the Authority pursuant to this clause.

14. Patent Rights

The Contractor shall indemnify the Authority against all claims arising at any time that the sale, use or possession of the Goods infringes any patent rights, copyrights or registered design or other intellectual property rights of a third party, or on account of any claims for royalties arising from the sale, use or possession of the Goods, and the Contractor shall also be liable for any cost to the Authority that may arise from any such claims.

15. Applicable Law

(a) The validity and interpretation of this Contract shall be governed in all respects by the laws of Hong Kong and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.

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

(c) 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.

16. Commitment to Environmentally Responsible Purchasing

(a) The Authority is sensitive to the environmental impact of purchasing decisions and takes account of legitimate environmental concerns while continuing to achieve best value for money in its purchasing functions.

(b) The Authority identifies products which present environmental concerns and addresses these concerns in the approval of the Tender Specifications and in the tender evaluation process.

17. These General Conditions of Contract shall apply to the extent which they are not inconsistent with the Special Conditions of Contract (if any) set out in Part III.

18. Termination

Notwithstanding any other provision of this Contract, the Contract will expire upon satisfactory fulfilment by the Contractor of its contractual obligations in accordance with this Contract, provided that the Authority may terminate this Contract at any time during the Term by not less than thirty (30) days' written notice to the Contractor. The Contractor agrees and acknowledges that if the Authority terminates this Contract, the Authority has no liability to the Contractor arising from such termination other than paying the Contractor the fees and charges for Goods delivered up to the date of termination, provided that any such Goods have been delivered by the Contractor and have been endorsed and accepted by the Authority. Upon termination of the Contract, any licence (actual or implied) granted by the Authority to the Contractor shall immediately terminate.

19. Environmental Friendly Measures

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

(a) All documents should preferably be printed on both sides and on recycled papers. Papers exceeding 80 gsm are not recommended as a general rule.

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

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

20. Statement of Compliance

Tenderers are required to complete the Schedule of Compliance, in particular, provide the Certificate of Non-Collusion and confirm point by point against the Tender Specifications that offer(s) submitted comply with the required specifications. If Tenderers wish to include counter-proposal in their Tender reply, the counter-proposal must be clearly stated in the reply. The Authority reserves the right to accept or reject any such offer.

21. Contractor Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded the Contract, the Tenderer's performance in the Contract shall be monitored and taken into account in evaluating the Tenderer's tenders in response to invitations for tenders by the Authority in the future. If in the sole opinion of the Authority, the performance of the Tenderer in the Contract is unsatisfactory, the Authority may in its absolute discretion disqualify that Tenderer, its holding company and subsidiaries from participation in any future tenders issued by the Authority, for such period as the Authority may in its entire discretion consider appropriate. Tenders from the Tenderer who has been so disqualified from tendering by the Authority shall be rejected.

PART III
SPECIAL CONDITIONS OF CONTRACT

As per attached.

PART IV
OFFER TO BE BOUND

1. I/We, do hereby bind myself/ourselves to execute orders for any or all of the goods specified in the Schedule, which may during the period or periods specified in the Schedule be placed by the Authority Representative at the prices quoted in the Schedule free of all other charges, subject to and in accordance with the Terms of Tender, the General Conditions of Contract and (if any) the Special Conditions of Contract.

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

   (a) The number of my/our/the Company's Business Registration Certificate is .....

   (b) The date of expiry of my/our/the company's Business Registration Certificate is …….

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

   Policy No. ……

   Name of Insurance Company ……..

   Period covered by the Policy is from …… to …….

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

   …….

   …….

   …….

   …….

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

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

4. The Tender is submitted with the authority and on behalf of ……..…

Company Limited whose registered office is situated at ……..…… Hong Kong.

- or -

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

of …….

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

.....

.....

.....

5. In the event of any queries relating to our offer please contact …… Tel. No. ……..

6. Name(s) and address(es) of person(s) signing:

……

.....

Signature (s) :

.....

.....

Dated this ..... day of .....

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

PART V
MEMORANDUM OF ACCEPTANCE

On behalf of the Hospital Authority, I .....

(name and position of officer)

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

.....

.....

.....

Dated this ..... day of .....

Signed by the said:]	in the presence of:]
]	]
]	]
.....]	.....]
]	]
]	]
.....]	.....]
]	]
(name and designation of officer)]	*(name and designation of officer)*]

Interpretation (Supplement)

In this Terms of Tender (Supplement), unless the context otherwise requires, the following expressions have the following meanings :-

"Authorised Users" means any persons authorised either explicitly or implicitly by the Authority to use the Medical Equipment / System;

"Confidential Information" means any information or data obtained by the Contractor or the Contractor Personnel which relates to the Authority or its activities that:

(a) is by its nature confidential;

(b) is designated as confidential; or

(c) the Contractor knows or ought reasonably to have known is confidential,

and includes:

(i) the data stored in, processed by or retrievable from (or intended to be stored in, processed by or retrieved from) all computer systems operated by or on behalf of the Authority;

(ii) information relating to the business, financial position, management, policies and strategies of the Authority;

(iii) all information contained or embodied in the Hardware and/or Software (except as specified otherwise under this Contract) and the Tender Specifications;

(iv) information that has any actual or potential commercial value to the Authority;

(v) any electronically stored, processed, or transmitted information which unauthorized access, disclosure, alteration, or loss could cause significant harm to individuals, organizations or society; and

(vi) information and Personal Data relating to the employees, contractors, patients or suppliers of the Authority,

but does not include information which is in the public domain or is in or comes into the Contractor's possession independently of this Contract, other than due to a breach of this Contract;

"Contractor Personnel" means all persons engaged in or deployed for performing the Services or Contractor's obligations under this Contract (or any part thereof) including employees, agents, officers and sub-contractors of the Contractor and those employees and agents of the aforementioned sub-contractors;

"Defect" means any failure of the Medical Equipment / System to comply with the Tender Specifications or any other error, fault or malfunction;

"Documentation" means the documents including operation and maintenance manual(s), preventive maintenance (PM) checklist(s) (if PM is suggested by the manufacturer), installation manual / method statement, and all other related materials in human-readable form supplied to the Authority by the Contractor for aiding the use, application and maintenance of the Medical Equipment / System including any documentation specified in Clause 10 of Special Conditions of Contract and the relevant Schedule;

"Goods"	means any products set out or referenced in Tender Specifications;
"Government"	means the Government of Hong Kong;
"Hardware"	means any hardware or Medical Equipment, as specified in the Tender Specifications and relevant Schedule;
"Licence"	means the Hardware and/or Software licence granted or procured to be granted to the Authority by the Contractor pursuant to Clause 37 (if applicable);
"Maintenance Services"	means the maintenance services to be provided by the Contractor pursuant to the requirements set out in Tender Specifications, Clauses 12, 13 and 18 of Special Conditions of Contract and relevant Schedule;
"Medical Equipment"	means the equipment having a medical purpose(s) with the requirements set out in Tender Specifications and relevant Schedule;
"PDPO"	means the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong);
"Personal Data"	has the meaning given to that term in the PDPO;
"Services"	means all the installations, works, services, duties and obligations required to be provided and performed by the Contractor under the terms of this Contract including services and/or supply of all and any items as specified in this Contract;
"Software"	means any software component of the Medical Equipment / System as specified in the relevant Schedule;
"System"	means the computer operating system or imaging system or ancillary components with requirements set out in Tender Specifications and relevant Schedule;
"Tender Specifications"	means the technical and functional specifications of products and requirements set out or referenced in:- (a) Tender Specifications of this Tender Document; and (b) the relevant Schedule;
"Term"	means the term of this Contract commencing from the Commencement Date and expiring on the date upon satisfactory fulfilment by the Contractor of its contractual obligations in accordance with this Contract, unless earlier terminated pursuant to Clause 40 of Special Conditions of Contract or extended in accordance with any applicable provision of this Contract.

Tender for the Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority

Terms of Tender (Supplement)

1. Tender Documents

These tender documents identified as Tender Reference : ***KWC/P/032-26*** comprise the following:-

2. Tender Preparation

2.1 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 HA(G)231A. 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 Room 501, 5/F, Block L, Princess Margaret Hospital, 2-10 Princess Margaret Hospital Road, Kwai Chung, New Territories, Hong Kong before the courier deposits the Tender into the Tender Box.

2.2 Tenderers must complete Part IV "OFFER TO BE BOUND" of the Tender Form HA(G) 231A in **duplicate** and attach thereto all Tender Documents with the item(s) in the Schedule A (Price) of Tender fully priced and all necessary information provided including descriptive literature, catalogues, operating and maintenance manuals, drawings, diagrams and documentary evidence which are necessary for tender evaluation. Failure to comply with the requirement may render the Tender invalid.

2.3 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 Authority shall have absolute discretion to decide whether or not to accept such a late tender.

2.4. Two-Envelope Bidding

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

(i) Technical Proposal – contains the complete set of Tender Documents, except Schedule A (Price) and all any supplementing quotations.

(ii) Price Proposal – contains the Schedule A (Price) and all any supplementing quotations.

(Note: Tender reference number; Description and Closing Date shall be marked on the envelopes for easy identification.)

Apart from the hardcopy, the Tenderer should also submit two softcopies (in separate CDROMs) each of the Technical Proposal and Price Proposal, in pdf or Microsoft Excel/Word 2003 or above format. In the event of conflict between the versions of hardcopy and softcopy, the hardcopy version shall prevail.

2.4.2 The Authority will complete the technical assessment first by evaluating the technical proposals of the Tenders according to the Tender Specification and sample submitted (if required). The price proposals of those Tenders who can meet the technical assessment and passed the sample testing/evaluation (if required) will be evaluated further based on the price proposal.

3. Criteria for Tender Evaluation and Marking Scheme

3.1 The Tender offers will be evaluated by a Tender Assessment Panel set up by the Authority. The Authority will only assess and consider the Tender offers that do not contain any equipment item(s) which are either supplied by

(a) a Tenderer which is being excluded by the Authority from participation in tendering; or

(b) any other companies which are being excluded by the Authority from participation in tendering.

3.2 A marking scheme will be applied for the evaluation of the Tenders.

3.3 The Tender Specifications are classified into mandatory (M) and desirable (D) requirements. Only those offers meeting all mandatory requirements will be considered. A marking scheme will be applied as follows:

(A) Quality Assessment on Desirable Requirements (30%)

The desirable requirements of the Tender Specifications are apportioned and denoted as below:

Total no. of 15 desirable requirement (D) specified in Tender Specifications:

The quality score of individual offers is :

Formula applied : $30 \times \frac{\text{No. of complied desirable requirement}}{\text{Total no. of desirable requirement}}$

(B) Tenderer Assessment on Operational Experience and Capability (10%)

Dimension	Execution Plan and Capability	Schedule Referred	Weighting
(a)	Company Experience and Proven Track Record	Schedule C	10 Marks
(b)	Comprehensive Proposal for Delivery and Installation		
(c)	Company Background, Technical Capability, Workforce and After Sale Services		
(d)	Product registration / listing, alerts, modifications and recalls (e.g. appointed local agent/supplier by manufacturer of the offered product to handle product alerts, modification, recalls and adverse incident)		
(e)	Measures on environmental protection, sustainability (E) or governance (G) or social responsibility (S)		

Tenderers shall indicate and submit proposals under **Schedule C.** Tenderers may be invited to present their proposals, if deemed necessary, within **5** working days from date of receipt of written request.

(C) Record of Performance (10%)

Tenderers' performance record, including but not limited to product quality, post-sales services and Maintenance Services, so far as they are relevant to the present procurement, for a period of 18 months immediately preceding and including the tender closing date and up to the completion of tender assessment shall be taken into account in the tender evaluation.

(D) Price Assessment (50%)

The price score of individual offers is :

$$\text{Formula applied : } 50 \times \frac{\text{Lowest Tender price among the conforming Tenders}}{\text{Tender price of the Tender being assessed}}$$

Normally the Tender with the highest combined quality and price score would be selected. The combined score will be calculated based on the formula below:

Total combined score = (A) Total marks of Quality Assessment + (B) Total marks of Tenderer Assessment + (C) Total marks of Record of Performance + (D) Total marks of Price Assessment

If two or more Tender offers obtain the same highest combined score, preference will be given to the Tender offer which obtains the highest technical score [i.e. (A)+(B)+(C)] or (in case of same technical score) the highest performance score [i.e. (C)].

3.4 The Authority will check the submitted certificates and documentary evidence for compliance with the mandatory requirements of the Tender Specifications. The Tender offers will not be evaluated further if any of the mandatory requirements of the Tender Specifications cannot be fully complied with.

3.5 The product samples of the Tender offers that possess sufficient and acceptable certificates and documentary evidence for proving the compliance with the mandatory requirements of the Tender Specifications will be evaluated and distributed to the major hospitals for clinical evaluation in the correctness of compliance and acceptability against the major clauses of the Tender Specifications.

3.6 The Tender offers will be regarded as acceptable with the majority of hospitals confirming acceptance and will be put into next evaluation stage to evaluate the price and terms of offer.

3.7 All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.

3.8 Pursuant to Clause 3.1, in the event that any Tenderer or company has been excluded from participation in tendering by the Authority before the award of the Contract, the concerned Tender offer(s) will not be evaluated any further. The Authority may then consider and accept other conforming Tender offer(s) in accordance with the criteria for tender evaluation stipulated in Clause 3 without giving any prior notice to the excluded Tenderer or company.

4. Negotiation

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

5. Accuracy of Tendered Prices

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

6. Tender Prices

6.1 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"). Prices quoted in other currencies will be considered and if accepted, payment will be made in the quoted currency. All bank charges incurred by the Contractor will be borne by the Contractor.

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

6.3 Prices must remain valid for the duration of the Contract unless Tenderers clearly stipulate otherwise. No request for price variation or any price variation mechanism will be considered.

7. Basis for Acceptance

Pursuant to Clause 7 of Terms of Tender, this Tender may be considered and accepted on **an overall** basis. The Authority reserves the right to award the Contract to more than one Tenderer.

8. Award of Contract

With reference to Clause 5 of Terms of Tender, the successful Tenderer will receive a letter of acceptance from the Authority as an official notification of acceptance. This letter of acceptance shall constitute a binding contract between the Authority and the successful Tenderer.

9. Placement of Order

Orders will be placed by the Authority Representatives on an as and when required basis during the contractual period.

10. Tenderer's Enquiries

10.1 Any enquiries from Tenderers concerning this Tender document up to the date of lodging their Tenders with the Authority must be in writing and shall be submitted to:-

Cluster Chief Executive
Kowloon West Cluster
Hospital Authority
(Attn: Mr. Andy HUNG)
Address: Cluster Procurement & Materials Management Centre
Room 501, 5/F, Block L, Princess Margaret Hospital
2-10 Princess Margaret Hospital Road
Kwai Chung, New Territories, Hong Kong
E-mail Address: hwn258@ha.org.hk
Tel: 2990 3103 Fax: 2990 1798

10.2 After lodging a Tender with the Authority, the Tenderer shall not attempt to initiate any further contact whether direct or indirect with the Authority on its Tender. The Authority shall have the sole right to initiate any such further contact and all such contacts and any replies to the Tenderer thereto shall be in writing or formally documented in writing.

10.3 Any complaints from Tenderers about tendering process or contract award must be in writing and shall be submitted to:-

Cluster Chief Executive
Kowloon West Cluster
(Attn: Mr. Thomas KAN, General Manager i/c of Cluster Procurement, KWC)
E-mail Address: yckan@ha.org.hk

11. Company / Business Organization Status

Tenderers must provide the following details to the Authority with their Tenders:

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

(ii) Length and nature of business experience including without limitation experience in the performance and / or supply of the products as listed in Schedule A (Price).

(iii) Shareholders / partners of the company / business organization.

(iv) Projected profit and loss accounts/Statement of comprehensive income and cash flow statements for the period of the contract, showing the revenue, operating expenses, capital expenditure and the sources of finance such as upfront investment and/or debt financing.

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

(vi) 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.

(vii) Copies of all current licence(s) or permit(s) issued in favour of the Tenderer by the relevant authorities that are required to legally perform and / or supply the products as listed in Schedule A (Price).

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

12. Statement of Compliance

Tenderers are required to complete Schedule B (Schedule of Compliance), in particular, provide the Certificate of Non-Collusion and confirm point by point against the Tender Specifications that offer(s) submitted comply with the required specifications. If Tenderers wish to include counter-proposal in their Tender reply, the counter-proposal must be clearly stated in the reply. The Authority reserves the right to accept or reject any such offer.

13. Payment Discounts

Tenderers are requested to indicate in Schedule B (Schedule of Compliance) the discount they would allow on the Tender prices if payment for each consignment is made in full within the specified period.

14. Tender Samples

14.1 Tender samples for the item(s) specified in Schedule A (Price) may be required for evaluation and testing and such samples (which should fully comply with Tender Specifications) MUST be made available by Tenderers free of all costs within **21** days from date of receipt of written request.

14.2 All the Tender samples to be submitted, if requested, shall be free of all costs including delivery expenses. Tenderers shall collect the Tender samples from designated hospitals after tender evaluation.

14.3 In delivery of Tender samples, Tenderers shall present a delivery note with detailed description and quantity of items contained in the Tender samples for receiving confirmation.

14.4 A label bearing the following information should be attached to each of the samples:-

(a) Tender reference number;
(b) Company stamp;
(c) Brief description of the item;
(d) Item number which should be identical to the item number shown on the Schedule;
(e) Closing date of the Tender.

14.5 Tenderers are reminded that their offers will be jeopardized if samples have not been submitted in accordance with the above requirement.

15. Presentation / Product Demonstration

Tenderers may be invited to provide a brief presentation / product demonstration on each item offered.

16. Product Information

Tenderers shall submit with the Tender a sufficient and valid product information, e.g. catalogues, technical specifications, brochures, etc. Additional copies may be requested for Hospital to facilitate easy reference and ordering.

17. On Loan Instrument

17.1 Tenderers shall specify in the Tender the instruments, if any, that can be on loan to hospitals for use on a free of charge basis. Tenderers shall provide the selling price of the instruments for the Hospital's reference. Tenderers shall be responsible for the cost of delivery to and collection from the specified locations.

17.2 The title and risk of the 'on loan' instruments shall remain with the Tenderers who shall be responsible for the proper maintenance, if required, of the instruments to ensure their safety standard is always maintained to fit for the intended use.

17.3 Tenderers shall not claim for damage to the 'on loan' instruments that are caused by wear and tear under the normal use by the Hospital. If the 'on loan' instruments are found lost during the custody of the Hospital, Tenderers and the Hospital shall agree the settlement by negotiation but the charges for the lost instruments, if any, shall not exceed the selling price as quoted in the Contract or in the subsequent correspondence.

18. New Information Relevant to Qualified Status

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

19. Life Expectancy of Product

The product is expected to have a normal life span of 15 years. Tenderers shall quote in Schedule B (Schedule of Compliance) the normal life span of the offered product.

20. Total Life Cycle Cost and Net Present Value Analysis

20.1 The total life cycle cost [excluding all optional items as stipulated in the Tender Specifications, if any] shall be included in the calculation of the Price Score. **For each of the Item offered in Section A and Section C of Schedule A (Price),** Tenderer is required to provide a detailed calculation/projection of the Total Life Cycle cost for each unit of the Equipment. The Total Life Cycle cost shall be fully comprehensive and without hidden costs. Details breakdown in relation to all the Schedules that have cost elements and contribute to the Total Life Cycle cost shall be provided. The dollar value of the cost elements shall be specified. Tenderer shall NOT specify them as a percentage of the equipment / system cost.

20.2 The Authority will use the present values to substitute the Tender Prices in Total Life Cycle Cost evaluation. The Total Life Cycle cost [excluding the price for basic machine as quoted in Section A of Schedule A (Price)] shall be adjusted to the current price based on the latest available "Infrastructure Bond Programme (IBP) and Government Sustainable Bond Programme (GSBP) rate" on the Tender Closing Date. The Authority will adopt the "Closing Reference Rates" as disclosed in Section 10 of the IBP and GSBP - Table 10.4.3.1 "Prices and yields of institutional Government Bonds issued under the Infrastructure Bond Programme and Government Sustainable Bond Programme (daily figures)" available in the Monthly Statistical Bulletin published by The Hong Kong Monetary Authority (HKMA) as the Government Bond rate.

https://www.hkma.gov.hk/eng/data-publications-and-research/data-and-statistics/monthly-statistical-bulletin/table/

20.3 The purpose of conducting a net present value analysis is for tender assessment only and will not form part of the Contract.

21. Post Warranty Maintenance Services Cost

21.1 Tenderers shall quote in Schedule A (Price) the whole annual post warranty maintenance services costs of the offered product commencing from the expiry of the Warranty Period. The post warranty maintenance services costs quoted shall be of two types, i.e. (a) costs of all-inclusive and (b) costs inclusive of labour, regular calibrations, preventive maintenance (PM), corrective maintenance (CM) and minor parts/components. Each type shall include preventive maintenance (PM) frequency per unit per annum. The Authority will adopt type (b) of the post warranty maintenance services costs for Total Life Cycle cost evaluation. If Tenderers fail to quote such services costs for evaluation, the Authority will treat such tender as an incomplete offer. Tenders with incomplete offer quoted in the relevant Schedule will not be considered.

21.2 The annual post warranty maintenance services costs must be quoted in a dollar value and for each unit of the equipment. Any quotation submitted in a value equivalent to a percent of the equipment cost being quoted in Schedule A (Price) or a lump sum value is not allowed.

21.3 The Authority may at its option enter into the post warranty maintenance services contract with the Tenderer for the duration at the Authority's discretion.

22. Accessories / Components

22.1 The price(s) quoted for the item(s) in Schedule A (Price) shall include all accessories / components for each unit of equipment per annum which is/are essential to the normal operation of the item(s).

22.2 Tenderers shall quote the optional accessories / components with itemized prices for each unit of equipment per annum in Schedule A (Price) for evaluation.

23. Spare Parts

23.1 Tenderers shall guarantee that spare parts are available to cover the full useful life of the product.

23.2 Tenderers shall quote the price for the recommended spare parts sufficient for at least one-year operation and maintenance and their lead time of delivery in Schedule A (Price).

23.3 Spare parts price may be taken into calculation of the total life cycle cost of the product.

24. Equipment Specific Consumables

Tenderers shall confirm in Schedule B (Schedule of Compliance) if the consumables used on the offered product are specific and have no alternative/compatible. Tenderers shall submit quotation for the consumables with itemized price list in Schedule A (Price) for consideration. The consumables price may be taken into calculation of the total life cycle cost of the offered product.

25. Special Tools/Test Equipment

Tenderers shall provide and quote in Schedule B (Schedule of Compliance) any special tools and test equipment which are essential for the operation and maintenance of the product.

26. Operational Training

Tenderer is required to provide operational training to operators/users free of charge. The operational training shall be designed to enable the operators/users to use the Goods safely, effectively and properly in all aspects. Tenderer shall specify in Schedule B (Schedule of Compliance) the type of operational training to be provided.

27. Service Training

Tenderer is required to provide training on basic servicing of the Goods on-site for all service personnels who would normally be expected to service the equipment. A list of topics covered in the training shall be submitted in the Tender. Tenderer shall specify in Schedule B (Schedule of Compliance) the type of service training to be provided.

28. Factory and On-site Visit

28.1 If required by the Authority during the Tender validity period, factory visit to the manufacturing plants of the products offered may be conducted by representatives of the Authority on request. The factory visit may not be limited to the following:-

(i) Manufacturing process;
(ii) Quality control; and
(iii) Support service.

28.2 Tenderer should note that the above visits, if required, would form part of tender evaluation. Tenderer should make necessary arrangement within 7 working days upon request of the Authority. Failure to comply with the above requirement may render the Tender invalid.

29. End-of-Support of obsolete versions of Microsoft Windows

Tenderers shall provide and quote in Schedule B (Schedule of Compliance) the questionnaire your proposed refreshment plan for the equipment to be offered to the Authority if your proposed equipment or system uses obsolete or to be obsolete versions of Microsoft Windows.

30. Tender Closing Time in case of Rainstorm/Typhoon /"Extreme Conditions"

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 :

(i) a black rainstorm signal or tropical cyclone warning signal No. 8 or above or "Extreme Conditions" issued by the Government is still in force between 9:00 am and 12:00 noon on the Tender Closing Date; or

(ii) it is announced by the Government between 9:00 am and 12:00 noon on the Tender Closing Date that a black rainstorm signal or tropical cyclone warning signal No. 8 or above or "Extreme Conditions" will be issued in Hong Kong between 9:00 am and 12:00 noon on the Tender Closing Date. For the avoidance of doubt, if it is announced by the Government that such signal will be issued at or before a time that falls beyond 12:00 noon on the Tender Closing Date, there will not be any extension of the Tender Closing Time or Tender Closing Date unless the relevant signal is actually issued and is in force between 9:00 am and 12:00 noon on the Tender Closing Date.

31. Ordinance Concerning Product Safety

31.1 Pursuant to Clause 15 of the General Conditions of Contract, Tenderers shall quote in Schedule B (Schedule of Compliance) the details of the licences and/or test certificate/report which are required for the provision of the offered product under the Ordinance of Hong Kong, e.g. Telecommunications Ordinance (Cap. 106 of the laws of Hong Kong), Factories and Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations (Cap. 59 of the laws of Hong Kong), etc.

31.2 If the Authority is required by law to maintain the licences or test certificates for the possession or use of the offered product, Tenderers shall inform the Authority of such requirements in Schedule B (Schedule of Compliance).

32. Listing under the Medical Device Administrative Control System ("MDACS")

32.1 Currently, there is no specific legislation that regulates the manufacture, import, distribution and sale of MDs (which may include medical equipment and consumables) in Hong Kong. In order to pave the way for implementing the long-term statutory control of medical devices, the Department of Health ("DH") of the Government has set up the MDACS with the following features:

(a) a listing system for applicable MDs*, under which manufacturers of the applicable MDs or their respective local representative could voluntarily list their applicable MDs with DH; and
(* "Applicable MDs" are the Class II/III/IV general medical devices and Class B/C/D in-vitro diagnostic MDs according to the classification rules of MDs under MDACS.)

(b) an adverse event reporting system, through which the manufacturers (or their respective local representative), users, and the general public could report adverse events associated with MDs to DH.

32.2 The MDACS is run by the Medical Device Division ("MDD") under DH. Tenderers may visit MDD's website:

https://www.mdd.gov.hk/en/mdacs/index.html

or contact MDD at telephone number 3107 8484 or facsimile number 3157 1286 or via e-mail: mdd@dh.gov.hk for further information on the MDACS.

32.3 The Authority supports the MDACS's objective to safeguard patient safety, and has included in this Tender the requirement for Tenderers to commit the submission of their offered products which are applicable MDs to the MDD for listing under the MDACS by a date not later than six months after the

contract commencement. Please provide relevant details on the listing in Schedule B (Schedule of Compliance) with supporting documents for all offered products which are applicable MDs. If Tenderers' offered products (or any of them) are not applicable MDs according to the classification rules of MDs under MDACS or are otherwise not subject to listing under the MDACS, please declare the same and provide the relevant details in Schedule B (Schedule of Compliance) with supporting documents.

32.4 The successful Tenderer shall, upon request by the Authority, update the Authority the listing record of their offered products which are applicable MDs under MDACS and/or status of its submissions to DH for listing of such products under MDACS. If, in the sole opinion of the Authority, the successful Tenderer fails to submit its application(s) to DH before the committed date provided in accordance with **Clause 32.3 of this Part** or the MDACS listing cannot be completed within twelve (12) months after contract commencement or the successful Tenderer's declaration under **Clause 4 in Schedule B (Schedule of Compliance)** are found to be invalid, incorrect or unsubstantiated, the Authority may, without prejudice to the Authority's other rights and remedies under the contract or by law, exercise all or any of its rights under Clause 34.1 of Special Conditions of Contract [and/or disqualify that Tenderer, its holding company and subsidiaries from participation in any future tenders issued by the Authority], as the Authority may in its absolute discretion consider appropriate.

32.5 Tenderers shall confirm their agreement to comply with all statutory requirements within the prescribed period under the legislation should the statutory control of MDs take effect in Schedule B (Schedule of Compliance).

33. Commitment to Environmentally Responsible Purchasing

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

33.2 The Authority identifies products which present environmental concerns and addresses these concerns in the approval of the Tender Specifications and in the tender evaluation process.

34. Environmental Friendly Measure

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

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

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

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

35. Consent to Disclosure

The Authority shall have the right to disclose 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, product description/brand/model/country of origin (if applicable), description of the relevant services (if applicable) and the value of the Contract, without reference to or consent from the Contractor. Unsuccessful Tenderers may also enquire as to the reason for the rejection of their Tender submissions.

36. Contract Deposit

36.1 In the event that the Authority is exercising its option under Clause 21.3 above to award the post warranty maintenance services together with the supply of Goods to the successful Tenderer, the successful Tenderer is required to deposit with the Authority:

(a) before the commencement of the Contract or within 30 days from the date of the letter of acceptance whichever is the later, an amount equal to 2% of the total price of the Goods (the "**Supply Phase Deposit**") as a security for the due and faithful performance of its supply of the Goods under the Contract and performance of its warranty under the Warranty Period (the "**Supply Phase**"); and

(b) 30 days before the expiry of the Warranty Period, a further amount equal to 2% of the total post warranty maintenance services costs of the Goods for five years commencing from the expiry of the Warranty Period (the "**First Maintenance Phase Deposit**") as a security for the due and faithful performance of its first five years' post warranty maintenance services under the Contract (the "**First Maintenance Phase**"); and

30 days before the expiry of the fifth year post warranty maintenance period, a further amount equal to 2% of the total post warranty maintenance services costs of the Goods for nine years commencing from the expiry of the fifth year post warranty maintenance period (the "**Second Maintenance Phase Deposit**") as a security for the due and faithful performance of its last nine years' post warranty maintenance services under the Contract (the "**Second Maintenance Phase**"),

either by cheque or in the form of a duly executed and valid irrevocable Banker's Guarantee issued by a bank licensed in Hong Kong under the Banking Ordinance (Cap. 155 of the laws of Hong Kong) in a form approved by the Authority. A banker's guarantee pre-approved by the Authority is set out in Appendix 1.

The First Maintenance Phase Deposit and the Second Maintenance Phase Deposit shall collectively be referred to as the "**Maintenance Phase Deposit**".

The First Maintenance Phase and the Second Maintenance Phase shall collectively be referred to as the "**Maintenance Phase**".

The Supply Phase Deposit and the Maintenance Phase Deposit shall collectively be referred to as the "**Phase Deposits**".

36.2 The successful Tenderer must place and maintain the full amount of:

(a) the Supply Phase Deposit throughout the Supply Phase and until the date falling 3 months after the end of the Warranty Period or the date on which all obligations and liabilities of the Contractor under the Supply Phase (including performance of its warranty under the Warranty Period) have been duly carried out, completed and discharged, whichever is the later; and

(b) the First Maintenance Phase Deposit throughout the First Maintenance Phase and until the date falling 3 months after the end of the First Maintenance Phase or the date on which all obligations and liabilities of the Contractor under the First Maintenance Phase have been duly carried out, completed and discharged, whichever is the later; and

(c) the Second Maintenance Phase Deposit throughout the Second Maintenance Phase and until the date falling 3 months after the end of the Second Maintenance Phase or the date on which all obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged, whichever is the later.

36.3 The Tenderer shall elect in Schedule B (Schedule of Compliance) which method it prefers to pay the Deposit or the Phase Deposits (as the case may be) and, in the case of a banker's guarantee, details of the same including the issuing bank. In the event that the Tenderer fails to elect which method of providing the Deposit or the Phase Deposits (as the case may be) it prefers, it will be deemed that the Tenderer has agreed to pay the Deposit or the Phase Deposits (as the case may be) by cheque to the Authority.

36.4 Notwithstanding Clause 36.2(a), should the successful Tenderer fail to place all or part of the Maintenance Phase Deposit with the Authority by the due date or respective due dates aforesaid, the Authority may withhold the Supply Phase Deposit until the required Maintenance Phase Deposit has been placed with the Authority.

36.5 Should the successful Tenderer fail to place the Deposit or all or part of the Phase Deposits (as the case may be) with the Authority by the due date or respective due dates aforesaid, the Authority may in its absolute discretion terminate the Contract by notice in writing to the successful Tenderer.

37. Contractor Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded a contract by the Authority, the Tenderer's performance, including but not limited to product quality, after sales services and Maintenance Services, where applicable, in the contract shall be monitored and taken into account in evaluating the Tenderer's tenders in response to invitations for tenders by the Authority. If, based on the Tenderer's performance record, the Authority has a reasonable concern about the Tenderer's legal and financial capabilities and the commercial and technical abilities to undertake the relevant procurement, the Authority may in its absolute discretion (i) take into consideration the Tenderer's performance record, both for the equipment type(s) specified in the warning letter and for other equipment types/services provided by the Contractor in the tender evaluation and/or (ii) exclude that Tenderer, its holding company and subsidiaries from participation in tendering, for such period as the Authority may in its entire discretion consider appropriate. The Authority shall have the right to publicize or disclose, whenever it considers appropriate or upon request (verbal or written) by any third party, information of the Contractor/Tenderer who has been excluded from participation in tendering by the Authority, such as the name of the Contractor and duration, without reference to or consent from the Contractor/Tenderer. Tenders from the Tenderer who has been excluded from participation in tendering by the Authority shall be rejected.

38. Code of Conduct

Having due regard to the Authority's corporate image and reputation and the Authority's need to uphold the same, the Tenderers shall propose in Schedule B (Schedule of Compliance) a code of conduct by reference to the "Sample Code of Conduct for Non-Governmental Organizations ("NGOs") / for Private Sector" issued by and obtainable from the Independent Commission Against Corruption ("ICAC"). The "Sample Code of Conduct for NGOs / for Private Sector" can be accessed via the link below in HA website under "Tender Notice":

http://www.ha.org.hk/visitor/ha_visitor_index.asp?Content_ID=2001&Lang=ENG&Dimension=100

39. 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 this Tender.

(b) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph 39(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.

40. Cancellation of Tender

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

41. Destruction of Unsuccessful Tenders

Those unsuccessful Tender submissions falling within the purview of the Agreement on Government Procurement of the World Trade Organization ("WTO GPA") shall be destroyed 3 years after the date of the award of the Contract . Where a Tender is cancelled (whether or not such tender is within the purview of WTO GPA), all Tender submissions under that tender can be destroyed any time after cancellation.

42. Personal Data (Privacy) Ordinance

Tenderers are requested to adhere to the requirements as stipulated in Schedule B (Schedule of Compliance) in relation to the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong).

43. Manufacturer's Agreement

If a Tenderer is not the manufacturer of the Goods offered in its Tender, the Tenderer shall submit with its Tender a written undertaking issued by the manufacturer of the Goods evidencing the manufacturer's agreement to supply such Goods to the Tenderer should the Tenderer be awarded the Contract. The written undertaking shall be signed by a duly authorized representative of the manufacturer and dated no later than the Tender Closing Time but not earlier than six (6) months before the Tender Closing Time. If a Tenderer fails to submit the written undertaking before the Tender Closing Time, or by the time specified by the Authority, its Tender may not be considered.

44. Minamata Convention on Mercury

The Tenderers shall have intent to comply with the Minamata Convention on Mercury in the products on offer. Tenderers shall provide confirmation of such intention in Schedule B (Schedule of Compliance) in the Tender submission. Full text of the Convention could be downloaded from the following URL:

https://www.mercuryconvention.org/en

45. Conflict of Interest

45.1 Without limiting the Authority's right and the Contractor's obligations under Clause 31 of Special Conditions of Contract, Tenderers must declare in Schedule D (Declaration of Conflict of Interest by Tenderer) whether any actual, apparent, potential or perceived conflict of interest will, or might, arise in the performance of their obligations under the Contract and the details of any such conflict. If at any time after submitting the Tender submission and prior to entering into the Contract with the Authority, any actual, apparent, potential or perceived conflict of interest arises or may arise for or becomes known to any Tenderer which is inconsistent with the declaration in Schedule D (Declaration of Conflict of Interest by Tenderer), such Tenderer should immediately notify the Authority in writing.

45.2 The Authority reserves the right to reject any Tender submission or take any other action it considers appropriate if, in the Authority's opinion, any conflict of interest will or might arise in respect of any Tenderer. However, identification of a potential or actual conflict of interest does not necessarily preclude a Tender submission from consideration. The Authority will carefully consider the circumstances surrounding the conflict of interest to determine whether the Tender submission should be rejected on this basis.

46. The Sale of Goods (United Nations Convention) Ordinance (Cap. 641 of the laws of Hong Kong)

The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this invitation to Tender and a Tender submitted by a Tenderer in response to this invitation to Tender.

47. National Security

Notwithstanding anything to the contrary in the Tender Documents, the Authority reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety. The Tenderers shall in Schedule B (Schedule of Compliance) confirm and warrant that they have not engaged, are not engaging and will not engage in the aforesaid acts or activities. Failure to observe the requirement shall render all related submissions null and void and any such submission shall not be considered.

48. General

48.1 The Authority reserves the right in its absolute discretion to cancel this Tender at any time.

48.2 The Authority 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 Authority in relation to the Tender, under any circumstances (including the cancellation of this Tender by the Authority).

48.3 The Contractor acknowledges and agrees that the Authority 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.

49. Site Visit

To ensure compliance with the Tender Documents, the Tenderer shall make an on-site visit and take any other necessary actions before the Tender Closing Date. For registration of site visit, please complete the enclosed “Reply Slip for Site Visit Attendance Confirmation”. Tenderer failed to attend the site visit may consider its Tender submission invalid.

Appendix 1 to Terms of Tender (Supplement)

HA's Pre-approved Form of Banker's Guarantee for the Performance of a Contract

THIS GUARANTEE is made the day of 2026.

By [name of bank]_____
of [address of registered office / principal place of business in HK] , a bank within the meaning of the Banking Ordinance (Chapter 155 of the laws of Hong Kong) (hereinafter called the "Guarantor")
In favour of
The Hospital Authority (hereinafter called the "Hospital Authority") of the other part.

WHEREAS:

(A) By a contract (hereinafter called the "**Contract**") dated the made between _____ (hereinafter called the "**Contractor**") of the one part and the Hospital Authority of the other part (designated as Hospital Authority Contract No.), the Contractor agreed to perform all its obligations under the Contract for _____ (Contract Description).

(B) The Guarantor has agreed to guarantee in the manner hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now the Guarantor HEREBY AGREES with the Hospital Authority as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.

(2) In consideration of the Hospital Authority entering into the Contract with the Contractor:

(a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Hospital Authority on demand and without cavil or argument all monies and liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favor of the Hospital Authority under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Hospital Authority by reason or in consequence of any default on the part of the Contractor in fulfilling, performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.

(b) The Guarantor, as a principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify or keep indemnified the Hospital Authority against and shall pay to the Hospital Authority on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Hospital Authority arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.

(c) Subject to Clause 8, the Guarantor further agrees that all dividends, compositions and payments which the Hospital Authority may at any time receive from the Contractor or from his, her or their estate or estates, whether

in liquidation, bankruptcy or otherwise, in respect of such all losses damages costs charges expenses shall be taken and applied by the Hospital Authority as payments in gross, and that this Guarantee shall stand good in respect of the full amount stipulated in Clause 15.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners.

(4) The Guarantor shall not be discharged or released from this Guarantee by any compromise, settlement or arrangement made between the Hospital Authority and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver, forbearance or suspension granted by the Hospital Authority to the Contractor as to payment, time, performance or otherwise whether or not such compromise, settlement, arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of:

(a) any suspension of, variation to or amendment of the Contract (including without limitation extension of time for performance of any obligations under the Contract or extension of the duration of the Contract) or any concession or waiver by the Hospital Authority, in whole or in part, in respect of the Contractor's obligations under the Contract;

(b) any provision of the Contract being or becoming illegal, invalid, void, voidable, severed, severable or unenforceable;

(c) the termination of the Contract (whether for reason of breach of any party or otherwise) or of the engagement of the Contractor under the Contract for any reason;

(d) any forbearance or waiver of any right of action or remedy that the Hospital Authority may have against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Hospital Authority in enforcing any right, power, privilege to or remedy available to the Hospital Authority in relation to the obligations of the Contractor set out in the Contract;

(e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganization arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;

(f) any assignment or sub-contracting by the Contractor of any or all of its obligations set out in the Contract, whether or not such assignment or sub-contracting has been consented to by the Hospital Authority or the Guarantor;

(g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release by the Hospital Authority of the Guarantor's obligations.

(6) This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Hospital Authority and the Contractor and for the avoidance of doubt, the Guarantor hereby authorizes the Hospital Authority and the Contractor to make any such amendment, variation or supplemental agreement.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until-

(a) the date falling three months after the expiry of the Contract; or

(b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later. Notwithstanding the foregoing, if prior to the date of expiry of this Guarantee as aforesaid, there shall be any claim, litigation or threatened litigation concerning or arising out of the Contractor's possible breach of Contract, the Guarantor agrees that this Guarantee shall, upon notice of the Hospital Authority of such claim, litigation or threatened litigation, be automatically extended for a period until three months following the final conclusion of such claim, litigation or threatened litigation. For the avoidance of doubt, this Guarantee shall be further extended if there shall be any appeal proceedings until three months after a final decision which is non-appealable is delivered.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Hospital Authority may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Hospital Authority without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Hospital Authority specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region ("**Hong Kong**") and the Guarantor agrees to submit to the exclusive jurisdiction of the Courts of Hong Kong.

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

(13) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Hospital Authority, at the Room 310N, 3/F., Hospital Authority Building, 147B Argyle Street, Kowloon, Hong Kong, facsimile number (852) 2515 9046;

(b) upon the Guarantor, at _____.
Hong Kong, marked for the attention of _____.
facsimile number _____.

(14) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if dispatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(15) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed _____.

IN WITNESS whereof the said Guarantor ……. has caused its Common Seal to be hereunto affixed the day and year first above written.

The Common Seal of the said)
Guarantor was hereunto affixed)
in the presence of)
…….)

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
……..… and deed of delegation)
dated ……)
by ……)
and in the presence of ……..)
……..)

@ See Powers of Attorney Ordinance Cap. 31

Note: When Banker's Guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original, should be submitted.

Tender Specifications

Tender for the Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority

Tenderers **MUST** indicate below the extent of compliance of the offered product(s) by filling in "**Yes**" or "**No**" and **provide the specifications of the offered product(s)** point by point against each clause of the Tender Specifications.

Remarks:
Mandatory Requirement - (M)
Desirable Requirement - (D)

The product offered shall incorporate the following components / requirements / features.

Clause / Specification			**Yes**	**No (provide details)**
			(Please tick as appropriate)	
1	This tender calls for the supply and installation of one set of Microscopes, Light, Laboratory, Fluorescence (The System) with at least 12 months warranty for Princess Margaret Hospital (PMH), Kowloon West Cluster, Hospital Authority (HA).	(M)		
2	The System shall include following components (a) One unit of high performance transmitted light microscope with LED light source for brightfield and epi-fluorescent (b) One unit of Digital Camera (c) One unit of Slide handling unit (d) One unit of Workstation with Data analysis and barcode reader software	(M)		
3	**General Requirements**			
3.1	The System shall be able to detect the fluorescence signals within the target objects or bacterial cells and identify them based on the pre-set criteria of morphology.	(M)		
3.2	The System shall be able to automatically load slide onto the microscope, focus and digitally capture the required numbers of images and interpret the captured images as positive, negative or indeterminate for acid-alcohol fast bacilli using its recognition software for analysis.	(M)		
3.3	The System shall enable the examination of Acid-Fast Bacilli (AFB) smears using both Auramine O and Ziehl–Neelsen staining methods through its Artificial Intelligence (AI) functionality.	(M)		
3.4	The System shall detect Plasmodium falciparum trophozoites in erythrocytes of Giemsa-stained thin blood film samples and calculate parasitemia index. The parasitemia index is the ratio of infected/non-infected erythrocytes in percentage. This is a measure for the severity of infection using AI technology.	(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.:_____

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
3.5	The System shall include the following AI function on: ● Microbiology ● Digital Pathology ● Cytology	(M)		
3.6	The System shall be able to continuously read slides 24 hours a day without interruption and with minimal maintenance requirement.	(M)		
3.7	The captured images shall be stored in the image gallery of the system database for further reviewing on the workstation by users.	(M)		
3.8	The speed of detection and analysis on each slide shall not be more than 3 minutes.	(M)		
3.9	The dimension of the System shall not be larger than 2100mm (W) X 800mm (D) X 900mm (H)	(M)		
3.10	The System shall be able to handle a total capacity of not fewer than 160 slides at each run.	(M)		
4	**High performance transmitted light microscope with LED light source for brightfield and epi-fluorescent**			
4.1	The System shall include research grade upright motorized microscope for brightfield and epi-fluorescent, at least equipped with the following wavelengths ● 385nm ● 475nm ● 555nm ● 630nm	(M)		
4.1.1	Preference shall be given to the System equipped with at least 4 solid LED light source to provide brightfield and epi-fluorescent detection.	(D)		
4.2	The System shall include z-drive motorized and thin-film-transistor (TFT) or equivalent technology monitor.	(M)		
4.3	The TFT display shall be available with the following features: ● Touch screen function ● Information bar to show the status of microscope ● Control of the contrast manager and light manager	(M)		
4.4	Apo-chromatically (APO) corrected lenses or equivalent technology shall be equipped to ensure a fluorescence beam path corrected across all wavelengths. No special collector shall be required.	(M)		

Person Authorized to Sign Tender

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Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
4.5	The microscope shall be equipped with motorized heavy duty focusing drive designed for supporting extensive and fast movement of a stage of more than 9 kg weight. When switching to a light x-y stage, the high-performance support shall be able to be deactivated. Alternate design with stationary stage on its z axis and moving objective is acceptable.	(M)		
4.6	The focusing drive shall fulfil below requirements: ● Step size of the focusing drive: not greater than 100 nm ● Reproducibility: +/-30 nm or equivalent	(M)		
4.6.1	Preference will be given to microscopes featuring a focusing drive step size of not greater than 10 nm to ensure high-precision control and accurate optical sectioning.	(D)		
4.7	Focus fine drive knobs with scaling; control button around focus drive; fine drive knob and fine drive disk shall be available. Alternative design with focus, objectives and filter control unit removable from the microscope or equivalent techniques is acceptable.	(M)		
4.8	The following features shall be included in the microscope:			
4.8.1	One unit of Camera Adapter or camera was integrated in the System	(M)		
4.8.2	Light controlled and transmitted-light illumination motorized feature	(M)		
4.8.3	One unit of Nosepiece	(M)		
4.8.4	Four reflector modules for fluorescent light (FL); enhance contrast (EC) and push and click (P&C) design or functionally equivalent design to deliver a versatile and high-contrast system for fast, clear multi-channel fluorescence imaging.	(M)		
4.8.5	One unit of Filter excitation band pass 450-490nm, beam spliter 510nm, emission long pass 515nm or functionally equivalent design to capture green fluorescence while blocking unwanted background wavelengths.	(M)		
4.9	Preference will be given to the microscope with following features:			
4.9.1	Preference will be given to systems incorporating display capabilities with one unit of a computer monitor for viewing slide specimens, designed to allow multiple operators, students, or colleagues to view the specimen simultaneously to facilitate consultation, training, and peer review.	(D)		
4.9.2	Preference will be given to microscopes capable of high-speed optical routing, live-cell imaging, and automated multi-channel acquisition, featuring the following specifications: One unit of 6-position reflector turret motorized for phase contrast modules, with switching times of not more than 250ms between neighboring positions or One unit of 8 position filter wheel and not more than 400ms between neighboring position or	(D)		

Person Authorized to Sign Tender

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Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	equivalent design			
4.9.3	Preference will be given to microscopes equipped with a low-power parasite screening feature featuring one unit of an EC Plan-Neofluar (or equivalent) 5x objective lens with a numerical aperture (N.A.) of at least 0.16.	(D)		
4.9.4	Preference will be given to microscopes equipped with a low-power AFB smear screening feature featuring one unit of EC Plan-Neofluar or equivalent. 10x objective lens with N.A. of at least 0.3.	(D)		
4.9.5	Preference will be given to microscopes equipped with a high-power parasite screening feature featuring one unit of EC Epiplan-Apochromat or equivalent, 20x objective lens with N.A. of at least 0.6, HD DIC.	(D)		
4.9.6	Preference will be given to microscopes equipped with a high-power AFB smear screening feature featuring one unit of EC Plan-Neofluar or equivalent, 40x objective lens with N.A. of at least 1.3, Working Distance (WD) =0.21.	(D)		
4.9.7	Preference will be given to the microscope with manual operation capabilities according to following specifications. - Two units of Eyepiece (planar) or equivalent - Two units of Eyecup - One unit of Archromatic -LD Condenser, at least 0.8 H D Ph DIC with fixed front lens or One unit of 0.9 U-TLD condense lens (motorized) or equivalent.	(D)		
4.9.8	Preference will be given to systems featuring a close-box digital scanner design to minimize environmental interference.	(D)		
5	**Digital camera**			
5.1	The digital camera shall be colour camera with not less than 12 Mega pixels.	(M)		
5.1.1	Preference will be given to the System featuring at least 20 Megapixels to ensure optimal image quality.	(D)		
5.2	The digital camera shall be provided with following specification: (a) Resolution: not less than 4096 x 3000 pixels (b) Sensor: TM 1.15", CMOS COLOUR or better (c) Frame Rate: not less than 32 fps @ full resolution (d) Pixel Size: Not less than 3,45 μm x 3,45 μm (e) Digitization Depth: not less than 12 bits (f) Gain: 0 to 24 dB (analog) (g) Data Interface: High-speed USB 3.1 or equivalent (h) Mechanical Interface: C-mount or equivalent	(M)		

Person Authorized to Sign Tender

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Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
6	**Slide Handling Unit**			
6.1	The Unit shall be fully controlled by the workstation.	(M)		
6.2	Sturdy base plate shall be provided to accommodate both the microscope and the slide feeder on the same platform.	(M)		
6.3	The Unit shall be equipped with fully automatic bar-code reader which capable of reading the bar-code of all slides on the same frame.	(M)		
6.4	The Unit shall allow fully automatic, unattended scanning of not fewer than 150 slides.	(M)		
6.5	Slides shall be stored in a magazine or equivalent that could easily be transported using a handle on top. The magazine or equivalent could be placed on any work bench for easy slides loading.	(M)		
6.6	Each magazine or equivalent shall contain at least 16 stores holding at least 16 mounting frames, each mounting frame shall include at least 5 slides position.	(M)		
6.7	Preference will be given to systems capable of accommodating not fewer than 800 slides without increasing the overall physical dimensions of the System.	(D)		
6.8	Mounting frame shall be delivered automatically to and from the stage by a robotic arm system.	(M)		
6.9	The Unit shall automatically shut down and disconnect the power supply upon completion of all slide scanning to ensure equipment safety.	(M)		
7	**Workstations with data analysis and barcode reader software**			
7.1	One unit of control unit workstations shall be provided with the following specifications or better: (a) Intel Core i7 14700 or above (b) 32GB RAM or better (c) Display card: RTX 4000 Ada (or equivalent), or above (d) HDD (Boot): at least 256GB (e) HDD (2nd): at least 2 TB (f) Operating system: Microsoft Windows 11 Professional or equivalent (g) One unit of monitor: 32” monitor or wider (h) Network Attached Storage (NAS): at least 32 TB (i) A wireless keyboard-mouse combo	(M)		
7.1.1	Preference will be given to the control unit workstations equipped with at least 8 pcs of RTX3060 GPU or equivalent or better display cards to enhance AI analytical capabilities.	(D)		
7.2	Two units of analytical unit workstations shall be provided, each with the following specifications or better: (a) NVIDIA GB10 Grace CPU (10 Cortex-X925 + 10 Cortex-A725 cores) or equivalent	(M)		

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
	(b) At least 128GB LPDDR5X (c) NVIDIA GB10 Blackwell GPU or equivalent (d) At least 2TB SSD (e) NVIDIA DGX OS 7 or equivalent (f) Driver for Nvidia GDX OS or equivalent (g) A wireless keyboard-mouse combo (h) One unit of monitor: 32" monitor or wider			
7.3	All settings shall be configurable directly in the workstation. The laboratory number shall be automatically imported into the workstation via a barcode reading system.	(M)		
7.4	The System shall provide fully automatic reading of slide results, with automated counting and direct generation of reports from the analyzed data.	(M)		
7.5	The System shall allow review and modification of automatic counts through an easy-to-use interface.	(M)		
7.6	The System shall include not fewer than 200 functions and parameters for classifier customization, enabling reliable analysis of slides of varying quality and conditions. It shall provide extensive flexibility in measuring diverse parameters to accommodate a wide range of applications.	(M)		
7.7	The following functions shall be included in the System: (a) Classifier shall be 100% trainable and programmable (b) Deep Neural Networks (DNNs) or equivalent technology assist in the pre-classification of Auramine-stained objects (e.g., mycobacteria). (c) Real-time image gallery for convenient on-screen assessment (d) Grading suggestions for expert review (e) One-click re-location of found objects for closer examination, e.g. after Ziehl-Neelsen re-staining	(M)		
8	**LIS Interface**			
8.1	LIS interface connection of the System shall be provided by the Contractor.	(M)		
8.2	All hardware and software setup shall be configurable and modifiable in order to meet the special requirements of the LIS connection, if any.	(M)		
8.3	Information, specifications and manuals about the communication between hardware and software of the System as required or requested by the HA shall be included.	(M)		
9	**Other Requirements**			
9.1	The Tenderer shall provide specialist technical support on the validation of the performance characteristics of the system. All such reagents and consumables shall be provided by the Tenderer	(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.:_____

Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	at no extra cost.			
9.2	The Tenderer shall be able to supply all the necessary consumables for the system serviceable period or at least 15 years.	(M)		
9.3	The Tenderer shall keep the Hospital advised of any changes in reagents and consumables including but not limited to change in design, material, part numbers and supersessions during the contractual period.	(M)		
9.4	Tenderer shall guarantee the serviceable lifespan of the system for a period of not less than 15 years, from the date of acceptance of the system.	(M)		
9.5	The Contractor shall also guarantee to maintain the stable supply of all spare parts and other maintenance requirements for at least 15 years.	(M)		
9.6	The Tenderer shall be responsible for the delivery and installation of the System to the specified location without extra cost.	(M)		
9.7	Subsequent updated version of software and database of the System and the data management systems shall also be provided in the system by the contractor at free of charge.	(M)		
9.8	The Contractor shall be responsible for the cost of data ports (including MNI ports) if required.	(M)		
9.9	The Tenderer shall submit a quotation with itemized price for full parts list, reagents, consumables and optional accessories for the System when the tender is submitted.	(M)		
9.10	The Contractor shall bear all the costs for the renovation work required.	(M)		
9.11	If applicable, Tenderers shall provide a reliable anti-virus, anti-spyware and anti-hacking solution for the medical equipment/system on offer. The solution provided shall not affect the normal performance of the equipment/system. Details of the solution shall be stated. Tenderers shall regularly update the anti-virus program. Preferably using Hospital's virus definition, that is, to connect to Hospital network for the daily update of anti-virus program. The Contractor is required to follow the latest HA network security policies and guidelines. Tenderers shall propose a security mitigation plan for the medical equipment/systems on offer if they are computer-based and end of support for their operating systems, such as Windows 7 or any other obsolete versions, happens within the equipment lifespan. It can include upgrading the operating system to a later version, server hardening, blocking USB ports, etc., and provision of necessary hardware and software, where applicable for implementing the plan. The cost will be considered covered in the tender price. (Applicable to end of support of computer operating system)	(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.:_____

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
9.12	Tenderers shall declare their offered product(s) the compliance with Radiation Ordinance (Cap. 303 of the laws of Hong Kong) with details in Schedule B (Schedule of Compliance).	(M)		
9.13	The offered equipment shall not contain any Radioactive Substances (RS).	(M)		
9.14	The offered equipment shall not be an Irradiating Apparatus (IA).	(M)		
10	**Electrical and Safety Requirements**			
10.1	The Tenderer shall provide Uninterrupted Power Supply (UPS) of sufficient capacity to support the System for not less than 30 minutes during power failure.	(M)		
10.2	The equipment shall remain operational and within specification throughout the voltage range of 220V ± 6%, 50Hz ± 2%, 1-phase A.C. electrical supply.	(M)		
10.3	Single phase mains operated equipment shall be fitted with a power plug with strain relief or equivalent protection mechanism suitable for the site condition. The plug shall comply with relevant standards e.g., BS1363 for 13A plug.	(M)		
10.4	Equipment offered shall comply with the safety requirements of IEC60601-1 / IEC61010-1 or equivalent.	(M)		
10.5	Equipment offered shall comply with the Electromagnetic Compatibility (EMC) requirements of IEC 60601-1-2 / IEC 61326-1 or equivalent.	(M)		
10.6	The Contractor shall undertake to provide, install or bear all the costs for the work required and associated power supply equipment such as switch gear, protection devices, voltage stabilizers, line filters etc. which are required to ensure the equipment on offer work safely and satisfactorily.	(M)		
10.7	The Contractor shall supply HA with medical equipment with international directive of Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS), Waste Electrical and Electronic Equipment (WEEE), etc. in restriction and control of heavy metal contents, disposition and recyclable options wherever possible, for HA consideration. Detailed information, if any, shall be provided during tender submission.	(D)		
11	**Training**			
11.1	System operation and routine maintenance training shall be provided at no additional cost.	(M)		
11.2	Service training for the maintenance and calibration of the system shall be provided at no additional cost.	(M)		
11.3	On-site operational training sessions in Cantonese or English delivered by certified personnel for Hospital staff shall be provided at no additional charges. The training equipment should	(M)		

Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	be identical to that of the purchased equipment as far as practicable.			
12	**Warranty and Maintenance Service**			
12.1	Warranty Maintenance	(M)		
12.1.1	The Contractor shall provide at least one-year warranty for the goods supplied, or any part or portion thereof, starting from the date of acceptance of the goods. During the warranty period all services which include replacement of faulty parts, scheduled and breakdown services by qualified maintenance personnel, shall be provided free of charge. All repair/replacement work shall be fully documented in service reports provided to the Hospital. A label or equivalent shall be affixed to the equipment to indicate the last parts replacement date and next replacement due date, if any.	(M)		
12.1.2	Tenderer shall be responsible for the provision of on-going Preventive Maintenance (PM) and Corrective Maintenance (CM) services throughout the warranty period by factory-trained engineer.	(M)		
12.1.3	Tenderer shall supply calibrating materials free of charge for verification and optimization of the system performance after preventive maintenance within warranty and after warranty expired.	(M)		
12.1.4	Maintenance Personnel Maintenance service shall be provided by suitably qualified maintenance personnel. A list of English or Chinese full name of qualified maintenance personnel who provide maintenance services shall be provided upon commencement of contract. Organization chart or organization description of their maintenance organization with brief notes on the areas of responsibility of each post shall be provided upon request. Maintenance personnel who have received training or have been authorized by the Contractor/manufacturer/manufacturer's appointed agents for maintaining the equipment offered shall be clearly identified. The qualification/ competency records/ certificates/ training records or other supporting documents of maintenance personnel shall be provided upon request. The on-site maintenance personnel shall facilitate ward staff's verification of the identity of maintenance personnel as authorized maintenance personnel to perform equipment maintenance by presenting evidence of his/ her identity to ward staff. Should there be change of maintenance personnel and/or renewal of training certificate or validity, the Contractor is responsible for updating the list of authorized maintenance	(M)		

Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	personnel with supporting documents and the maintenance team structure, if necessary, and informs HA accordingly.			
12.1.5	Unless otherwise specified in tender documents/ specification, the maintenance services shall be provided free of additional charges during the normal working hours defined as follows: • 09:00 - 18:00 Monday to Friday, excluding Public Holiday; and • 09:00 - 13:00 Saturday, excluding Public Holiday	(M)		
12.1.6	The following shall be provided free of additional charges by the Contractor: • All scheduled maintenance and system upgrade; • All maintenance work carried out during normal working hours; • All repair work carried out beyond normal working hours, but the Contractor is notified of the equipment fault during normal working hours.	(M)		
12.1.7	Preventive Maintenance The Contractor shall submit as an essential part of the offer a yearly maintenance schedule indicating the number of PM services recommended by equipment manufacturer for ensuring a satisfactory performance of the equipment offered. Supporting document of intervals of PM from O&M manual(s) and/or manufacturer's confirmation shall be submitted upon request. The Contractor shall perform PM at regular intervals according to manufacturer's recommendation. If such information is not available, at least one complete session of PM services shall be provided annually. Preventive maintenance (PM) interval recommended by manufacturer: _____ months (to be completed by Tenderers). The Contractor is required to provide information including the service scopes, service report template and checklists of the PM service for the equipment. The scope of services shall comply with the recommendations in the latest O&M manuals / instruction manuals issued by the equipment manufacturer.	(M)		
12.1.8	Corrective Maintenance Upon notification by the user, Hospital or a representative of either, of a defect (departure from performance specifications) in the operation of the equipment, the Contractor shall attend to the fault on-site within 4 normal working hours. This service shall include all necessary repairs, adjustments, replacement of parts and safety test to restore the equipment to its normal operational conditions in a time of no more than 3 normal working days or a time limit acceptable to the user. Otherwise, the Contractor shall	(M)		

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
	provide loan unit to user for its normal operation. Maintenance services shall be performed in accordance with the maintenance procedures as described and/or recommended in the equipment service manual by the manufacturer.			
12.1.9	Service reports Upon completion of any maintenance work, the Contractor shall complete a service record with checklist and measured data with passing criteria wherever applicable to indicate whether the equipment can be return to service (i.e. safe to use) and in normal operating conditions after maintenance work. Justification for PM work order complete outside the scheduled month or on-hold shall be provided. Legible service report that contains information as listed shall be provided to both user and Hospital administration department for review. (a) Equipment type, brand, model, serial number and HA asset number; (b) Nature of service (PM or CM); (c) PM scheduled date; (d) Equipment location; (e) Arrival date & time on site; (f) Fault reported (date & time); (g) Fault corrected (date & time); (h) Reinstatement date and time; (i) Action taken (including if any periodic service taken); (j) Result including equipment condition after maintenance work (safe to use; safe to use but corrective service is required at no additional cost, safe to use but replacement of accessary is required at cost, removed from use, collected from user for offsite service); (k) Spare parts used (including if any periodic parts replaced); (l) Consumable items used; (m) Response time; (n) Down time; (o) Current price of spare parts used; (p) Current price of consumable items used; (q) Measurement or test data with passing criteria (if applicable) and Status/ Condition of rechargeable battery (if applicable) (safe to use or not safe to use); (r) Test instrument details including test instrument type, model, serial number, last calibration date, etc;	(M)		

<table>
<tr><th colspan="2">Clause / Specification</th><th></th><th><u>Yes</u></th><th><u>No (provide details)</u></th></tr>
<tr><th></th><th></th><th></th><th colspan="2">(Please tick as appropriate)</th></tr>
<tr><td></td><td>(s) Full English/ Chinese name of maintenance personnel of Contractor.

The Contractor shall be responsible to complete the work order(s) generated by HA's EAM system by feeding back the maintenance data in an electronic format as specified by HA Information Technology and Health Informatics Department, into the EAM upon completion of any PM or CM or any maintenance work on a monthly basis. Guidance on the maintenance data required can be provided upon Contractor's request.</td><td></td><td></td><td></td></tr>
<tr><td>12.1.10</td><td>Tenderers are required to state the rate of overtime charges, if any for maintenance service undertaken outside the normal working hours.</td><td>(M)</td><td></td><td></td></tr>
<tr><td>12.1.11</td><td>Tenderer shall be responsible to make good to the satisfaction of the Hospital's representatives, any defects on the equipment due to improper workmanship, faulty design or unit failure which may arise within the warranty period of the equipment.</td><td>(M)</td><td></td><td></td></tr>
<tr><td>12.1.12</td><td>Uptime Guarantee for Warranty Maintenance
Unless otherwise specified in Tender documents/ specification and accepted by HA, herein the up-time shall be followed as follows:
Uptime is calculated as follows:
$$\text{Uptime} = \frac{Base\ Time - Downtime}{Base\ Time} \times 100\%$$
The Contractor shall guarantee an equipment uptime (X) of not less than 95% of the total normal working hours. If the Contractor fails to achieve an uptime of 95% averaged over each consecutive period of 6 months, the warranty period shall be extended based on the following table:

<table><tr><td>% of Equipment Uptime (X)</td><td>Extension of Warranty Period</td></tr><tr><td>90% ≤ X < 95%</td><td>1 month</td></tr><tr><td>85% ≤ X < 90%</td><td>2 months</td></tr><tr><td>80% ≤ X < 85%</td><td>3 months</td></tr><tr><td>Below 80%</td><td>Further negotiation is required</td></tr></table></td><td>(M)</td><td></td><td></td></tr>
</table>

<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.:_____

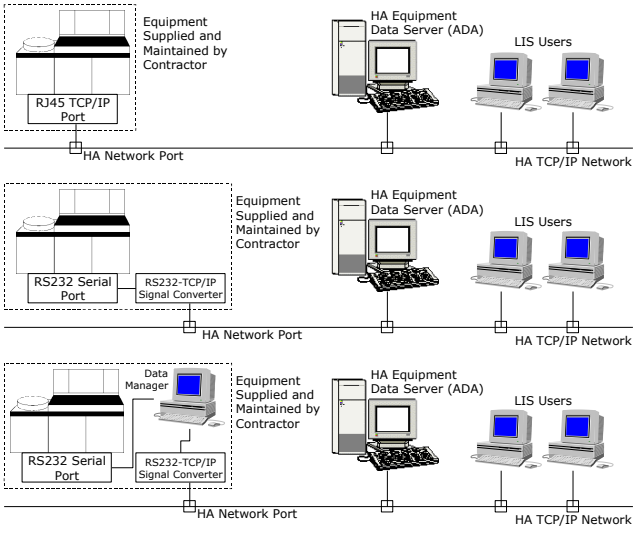
Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	"Base Time" = the total number of calendar days within the applicable 6-month period " Down Time" will be calculated from the time that the equipment breakdown call is issued to the contractor to the time of completion of the repair and issuance of a service report to the Hospital, counting normal working hours as referred in Clause 12.1.5. "Down Time" is the time when the system is down and not available for operation. However, it shall not include the time for any scheduled maintenance and system upgrade.			
12.2	Post Warranty Maintenance Service			
12.2.1	Tenderers shall quote as an essential part of the offer a yearly warranty maintenance service proposal for an equipment lifespan up to at least 15 years. The number of preventive maintenance services to be provided annually shall be at least one time per year.	(M)		
12.2.2	Annual maintenance charges for labour and minor components / parts, covering minor component / part of itemized cost not more than HK$100 each.	(M)		
12.2.3	Annual maintenance charges for comprehensive maintenance service covering labour and all spare parts (exceptions shall be clearly stated with itemized prices, ordering informing details and conditions of warranty). If the system on offer containing OEM products, the Tenderers shall give a breakdown of the maintenance charges in respect of the main equipment and OEM products.	(D)		
12.2.4	Prices quoted for post warranty maintenance shall be in exact amount. Annual adjustment with reference to the percentage change in consumer price index published in the Hong Kong Monthly Digest of Statistics or other basis such as fluctuation of currency exchange rate will not be considered. Tenderers are required to state the rate of overtime charges, if any for maintenance service undertaken outside the normal working hours.	(M)		
12.2.5	The corrective maintenance and preventive maintenance requirements as detailed in the Clause on Warranty Maintenance shall also be applied to Post Warranty Maintenance.	(M)		
12.2.6	The uptime guarantee requirements as detailed in the Clause on Warranty Maintenance shall also be applied to Post Warranty Maintenance.	(M)		
12.2.7	Scheduled maintenance shall include all work (including checking and tuning) to bring the whole system (including accessories) to performance specification.	(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.:_____

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
12.2.8	Service reports as stipulated in Warranty Maintenance shall also be provided.	(M)		
12.2.9	Terms on overtime charges specified in Warranty Maintenance shall also be met in post warranty maintenance period.	(M)		
13	**Hospital Authority - Laboratory Information System (HA-LIS) Interface and Networking.**			
13.1	Requirements on the LIS/EQUIPMENT Interface, please refer to **Appendix I** for details.	(M)		
13.2	The equipment shall be fully autonomous in order to provide a full backup system to the laboratory when the LIS service is not available. The scope shall include but not limited to:	(M)		
13.2.1	Independent test / patient registration functions.	(M)		
13.2.2	Independent result manipulation functions.	(M)		
13.2.3	Independent result enquiry / reporting functions.	(M)		
13.2.4	Adequate storage to buffer up ready-to-send results.	(M)		
13.3	The equipment shall output results to LIS via a standard TCP/IP input / output device (RJ45 Standard) which can correctly pass data from equipment to LIS over the HA network. Note : If the equipment only has RS232 input / output device, the Contractor shall use a signal converter (commonly called terminal server) to convert its RS232 signal to TCP/IP packets, and the Contractor shall set up its output such that the packets can travel through HA network. Please refer to the following 3 scenarios illustrated in Figure 1 for reference on manageable and simple analyzers.  Figure 1: Connection to HA Network for 3 different scenarios (Applied to HA manageable devices)	(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.:_____

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
13.4	The TCP/IP network communication channel established between the EQUIPMENT and LIS, and the EQUIPMENT shall be able to be a server side in TCP communication. If the EQUIPMENT is not able to act as a server role in TCP communication, the Contractor has to provide additional device or equipment to fulfill this requirement.	(M)		
13.5	The Contractor shall provide on-going support and maintenance services to the equipment, including the terminal server, to ensure the smooth operation of the equipment interface with the LIS via HA network.	(M)		
13.6	The equipment output information shall be customizable such that it can meet the specific needs of the LIS. For example, quality control data format, workload information and Health Level Seven (HL7) messaging.	(M)		
13.7	The equipment shall accept request information from LIS via the standard TCP/IP input/output device, which can correctly pass data into the equipment.	(M)		
13.8	The equipment shall provide a fault tolerant connection with the LIS to ensure a high connection availability between the LIS and the equipment.	(M)		
13.9	The equipment shall output results in a fixed format, which can be interpreted easily by the LIS. American Society for Testing and Materials (ASTM) and HL7 standard are strongly desired. Full documentation on the data format specifications is essential.	(M)		
13.10	The equipment shall allow users to resend results to LIS for whatever operational reasons.	(M)		
13.11	The equipment shall have all hardware and software ready for interfacing with the LIS and the equipment provider is fully responsible for the continuous maintenance of such hardware and software, including but not limited to the following:	(M)		
13.11.1	Communication board(s) / cable(s);	(M)		
13.11.2	Communication servers and necessary cables to connect to HA corporate network; and	(M)		
13.11.3	Communication software specific to LIS connection.	(M)		
13.12	The equipment hardware and software setup must be configurable and modifiable in order to meet the special requirements of the LIS connection, if any.	(M)		
13.13	The equipment shall come with all information, specifications and manuals about the communication hardware and software of the equipment as required or requested by the HA.	(M)		
13.14	The Contractor shall provide sufficient training to the laboratory and IT staff on those operations in relation to LIS/EQUIPMENT interface.	(M)		
13.15	The LIS/EQUIPMENT interface will be accepted only after it has gone through a range of tests as defined:	(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.:_____

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
13.15.1	A thorough test plan shall be provided at the time of installation. The test plan shall include but not limited to the following:	(M)		
13.15.2	Functional tests (e.g. add / change / delete tests);	(M)		
13.15.3	Stress tests;	(M)		
13.15.4	Reliability tests;	(M)		
13.15.5	Hardware tests; and	(M)		
13.15.6	Any other test cases suggested by the HA which are critical to the successful implementation of the equipment.	(M)		
13.16	The equipment shall comply with the following security requirements.	(M)		
13.16.1	All servers and workstations in the medical systems shall have a reputable anti-virus program installed and running with the latest virus definitions and shall have the latest security patches for the Operating System and related software applied and running to protect the PCs from vulnerabilities and viruses that could be exploited by the attackers. Tenderers or administrators of the medical systems are responsible for the on-going support duty of keeping the virus definitions up to date and applying the latest security patches for the Operating System and related software.	(M)		
13.16.2	All servers and workstations in the medical systems shall run regular scanning of virus, worms and spyware. Tenderers or administrators of the medical systems are responsible for the on-going support duty of scheduling and verifying the results of the virus scan.	(M)		
13.16.3	In case of any security incident, Tenderers or administrators of the medical systems shall report immediately to Hospital management and the Hospital Authority Security Alert Centre.	(M)		
13.16.3.1	Any access to the servers and workstations in the medical systems shall be authorized and monitored by HA's staff.	(M)		
13.16.4	Regardless of where the problems may arise, Tenderer must provide all the necessary assistance, consultancy, time and resources, including the replacement of hardware, as requested by the Hospital Authority to ensure the successful completion of the LIS and system interface.	(M)		
13.16.5	The equipment shall have security setting by users log in.	(M)		
14	**IT/IS Security Requirements**			
14.1	The Tenderer is required to follow the latest "IT Security Requirements for Quotation / Tender - Procurement of "non-IT" System/Equipment" with details in **Appendix II** of tender specification. Tenderer shall also provide the network diagram to illustrate the connection to HA network according to A.19.7 in **Appendix II** of tender specification.	(M)		

Person Authorized to Sign Tender

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Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Clause / Specification			Yes	No (provide details)
			(Please tick as appropriate)	
14.2	The tenderer is required to follow the Level 1 setup in the "Guidelines for Cabling System and Network Setup in External Network" with details in **Appendix III** of tender specification.	(M)		
14.3	The Tenderer shall provide wired and wireless networking for the System. The Tenderer shall bear all charges and expenses to which incurred for necessary cabling, trunk setting and hardware of the network connection.	(M)		
15	**Documentation**			
15.1	The Contractor shall submit the documents listed as below in form of at least one hardcopy and one softcopy upon delivery of each equipment. All photocopies shall be properly binded, stamped and certified as true copies of the original by the manufacturer. If the Contractor cannot provide softcopy of documents, the Contractor shall scan and provide the full documents as digital file (e.g., PDF file). The documents shall include, but not limited to, the latest version of (1) Operation and Maintenance (O&M) manual(s), in English or in Chinese complete with procedures of preventive maintenance (PM) and corrective maintenance (CM) and maintenance interval, (2) PM checklist(s) endorsed by equipment manufacturer (if PM is suggested by the manufacturer) and (3) installation manual/ method statement (if applicable) to user and hospital administration department.	(M)		
15,2	Should any original equipment manufacturer products be included, the documents as specified in Clause 15.1 above shall also be provided.	(M)		
16	**Safety and Functional Tests**			
16.1	Safety Test For the purpose of this Contract, the Goods shall be subject to a safety test after delivery and installation. Such test is to be carried out by the Authority Representative or his authorized nominee or nominees. The safety test will normally be conducted within 6 to 8 weeks after delivery and installation of the Goods. The date of completion of safety test for the Goods shall be determined by the Authority based upon the satisfactory completion of such safety test. The Contractor shall provide technical support and operation training to the Authority at safety test upon request without additional cost.	(M)		
16.2	Functional Test For the purpose of this Contract, the Goods shall be subject to a functional test for its conformance with the operational and reliability requirements to the satisfaction of the Authority. In the event that the equipment fails to conform to the above stated	(M)		

Clause / Specification			Yes	No (provide details) (Please tick as appropriate)
	requirements, the Contractor is required to carry out appropriate remedial measures and/or any rectification works, including replacement of the entire equipment, where deemed necessary. The date of acceptance of the Goods shall be determined by the Cluster/Hospital based upon the satisfactory completion of such functional test.			
17	**Delivery and Installation**			
17.1	Delivery is required to be made to PMH, within 3 months from the issuance of purchase order, with the confirmation by the Hospital of the exact delivery date prior to delivery.	(M)		
17.2	The Contractor shall be responsible for local delivery of the system to the installation site following by installation including but not limited to all conduit, trunking, etc. without extra cost.	(M)		
17.3	The price quoted shall include local delivery, installation, testing, commissioning and training. The Contractor shall be responsible for the delivery and installation of the equipment / system together with accessories (if any).	(M)		
18	**Site Visit and Demonstration**			
18.1	Tenderers are strongly advised to conduct a site inspection/visit before submission of their offer so as to acquaint themselves with the condition of the installation site, equipment delivery route and identify any incompatibility issues in the installation of the equipment on offer. Tenderers shall complete and return the "Site Visit Reply Form" for site visit arrangement. If tenderers fail to attend the site visit, any claim due to lack of knowledge will not be entertained; layout drawings, if provided, are only for information and should cross check on site for accuracy.	(M)		
18.2	Tenderer shall arrange a demonstration unit for the offered product for user evaluation within 10 working days upon request. Offers that could not fulfil this requirement may be accepted.	(M)		

Person Authorized to Sign Tender

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

Appendix I

Control, signaling and integration with the Laboratory Information System (LIS)

1. Background

The Laboratory Information System (LIS) is a computer system installed in the laboratory to centralize the storage of the requests and results to provide pathology information to laboratorians and clinicians who need the information for servicing the patients.

The LIS collects requests from the registration clerks for sites without ward order entry (OE) system. When the ward order entry system becomes available, the requests can also be collected directly from the ward order entry system. Requests will then be sent to relevant work areas for laboratory staff to process.

For laboratories with analyzers, data managers or laboratory automation system (LAS) [The 'EQUIPMENT' hereafter], LIS can send the request information to their processing units. With this request information, these systems can schedule and process the sample on their own.

After the samples have been processed, results are generated from the EQUIPMENT and be sent to LIS for report printing. Figure 1 illustrates a block diagram showing the interface relation between the LIS and the EQUIPMENT.

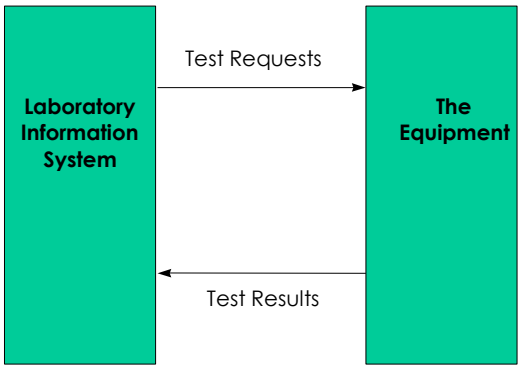


Figure 2 : Dataflow between LIS and the EQUIPMENT

In the following section, the CONTRACTOR means the supplier that is successfully awarded the tender. The EQUIPMENT means the complete system (EQUIPMENT and all of its hardware and software accessories) provided by the CONTRACTOR to interface with the LIS.

2. Requirements on the LIS/EQUIPMENT Interface

Mandatory

- The EQUIPMENT must be fully autonomous in order to provide a full backup system to the laboratory when the LIS service is not available. The scope includes but is not limited to :
  - ⇒ independent test/patient registration functions
  - ⇒ independent result manipulation functions

⇒ independent result enquiry/reporting functions
⇒ adequate storage to buffer up ready-to-send results

- The EQUIPMENT must output results to LIS via a standard TCP/IP input/output device (RJ45 Standard) which can correctly pass data from EQUIPMENT to LIS over the HA network.

  Note : If the EQUIPMENT only has RS232 input/output device, the CONTRACTOR can use a signal converter (commonly called terminal server) to convert its RS232 signal to TCP/IP packets, and the CONTRACTOR must set up its output such that the packets can travel thro' HA network. Please refer to the following three diagrams for reference on manageable and simple analyzers.

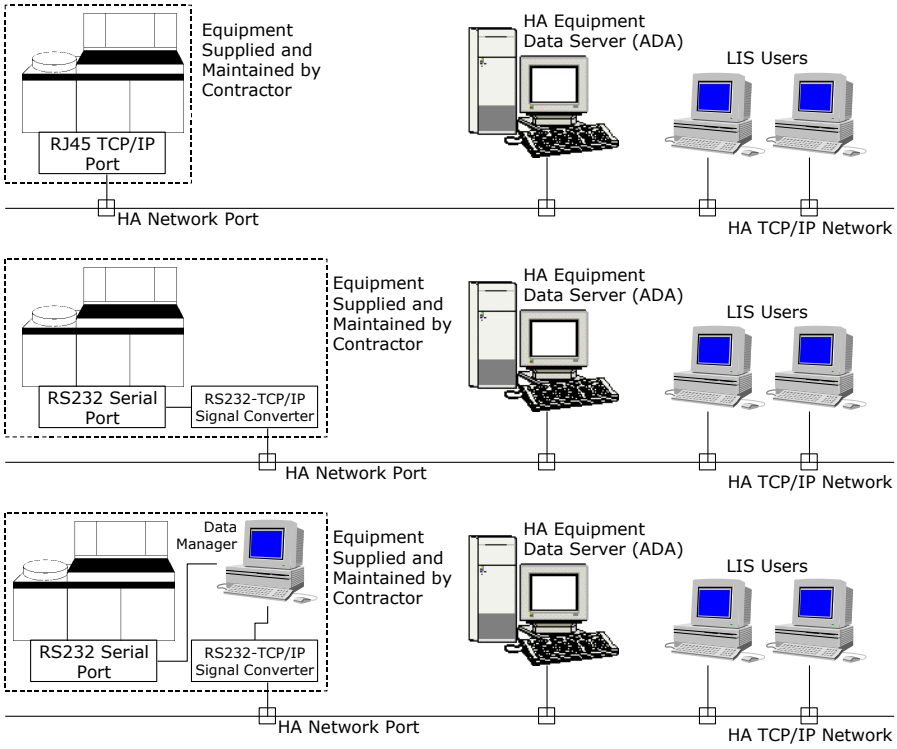


Figure 3 : Connection to HA Network for 3 Different Scenarios (Applied to HA manageable devices)

- The TCP/IP network communication channel established between the EQUIPMENT and LIS, and the EQUIPMENT must be able to be a server side in TCP communication. If the EQUIPMENT is not able to act as a server role in TCP communication, CONTRACTOR have to provide additional device or equipment to fulfill this requirement.

Please connect the analyzer to HA network according the guideline for Connecting External Network as below to reduce the risk of confidential data exposure. (Appendix A)

- The CONTRACTOR must provide on-going support and maintenance services to the EQUIPMENT, including the terminal server, to ensure the smooth operation of the EQUIPMENT interface with the LIS via HA network.

- The EQUIPMENT output information must be customizable such that it can meet the specific needs of the LIS. For example, quality control data format, workload information and HL7 messaging.

- The EQUIPMENT must accept request information from LIS via the standard TCP/IP input/output device, which can correctly pass data into the EQUIPMENT.

- The EQUIPMENT must provide a fault tolerant connection with the LIS to ensure a high connection availability between the LIS and the EQUIPMENT.

- The EQUIPMENT must output results in a fixed format, which can be interpreted easily by the LIS. ASTM and HL7 standard are strongly desired. Full documentation on the data format specifications is essential.

- The EQUIPMENT must allow users to resend results to LIS for whatever operational reasons.

- The EQUIPMENT must have all hardware and software ready for interfacing with the LIS and the EQUIPMENT provider is fully responsible for the continuous maintenance of such hardware and software. For instance,
  - ⇒ communication board(s)/cable(s)
  - ⇒ communication servers and necessary cables to connect to HA corporate network
  - ⇒ communication software specific to LIS connection

- The EQUIPMENT hardware and software setup must be configurable and modifiable in order to meet the special requirement of the LIS connection, if any.

- The EQUIPMENT must come with all information, specifications and manuals about the communication hardware and software of the EQUIPMENT as required or requested by the Hospital Authority.

- Regardless of where the problems may arise, the CONTRACTOR must provide all the necessary assistance, consultancy, time and resources, including the replacement of hardware, as requested by the Hospital Authority to ensure the successful completion of the LIS/EQUIPMENT interface.

- The CONTRACTOR must provide sufficient training to the laboratory and IT staff on those operations in relation to LIS/EQUIPMENT interface.

- The LIS/EQUIPMENT interface will be accepted only after it has gone through a range of tests as defined by

  - A thorough test plan which will be provided at the time of installation. The test plan includes but is not limited to
    - ⇒ functional tests (e.g. add/change/delete tests)
    - ⇒ stress tests
    - ⇒ reliability tests
    - ⇒ hardware tests

  - Any other test cases suggested by the Hospital Authority which are critical to the successful implementation of the EQUIPMENT

  - The EQUIPMENT should compliant to the following security requirement
    - All servers and workstations in the medical systems shall have a reputable Anti-Virus program installed and running with the latest virus definitions and shall have the latest security patches for the Operating System and related software applied and running to protect the PCs from vulnerabilities and viruses

that could be exploited by the attackers. Vendors or administrators of the medical systems are responsible for the on-going support duty of keeping the virus definitions up to date and applying the latest security patches for the Operating System and related software.

- All servers and workstations in the medical systems shall run regular scanning of virus, worms and spyware. Vendors or administrators of the medical systems are responsible for the on-going support duty of scheduling and verifying the results of the virus scan.
- In case of any security incident, vendors or administrators of the medical systems shall report immediately to Hospital management and the Hospital Authority Security Alert Centre.
- Any access to the servers and workstations in the medical systems shall be authorized and monitored by HA's staff.

Appendix II

IT Security Requirements for Quotation / Tender – Procurement of "non-IT" System/Equipment

1. Purpose

The purpose of this document is to provide model IT security related terms and definitions clauses to be used by HA when preparing and evaluating "Requests for Quotations" and "Requests for Tender" for the procurement of non-IT Systems ("Systems")/Equipment.

2. References

(a) Guidelines for Windows Server Hardening
(b) Guidelines for Connecting External Network in HA (Information Technology Circular 1/2019)
(c) Guidelines for Connecting External Network in HA
(d) Guidelines for Host Security Hardening
(e) OWASP Top 10 Vulnerabilities
(f) Malicious Code Protection Requirements for Medical Equipment Maintenance (IT Circular 2/2018)
(g) Guidelines for Application Security
(h) Adopting Security Specifications Standard
(i) Guidelines for Mobile Device Security
(j) Guidelines for IoT Security
(k) Guidelines for Cabling System and Network Setup in External Network
(l) Cloud Security Standard
(m) Guidelines for Vulnerability Management Process
(n) Guidelines for Security Patch Management
(o) Guidelines for Security Requirements for HA PCs and Notebooks

3. Introduction

Tenderer are reminded that:

(a) the procurement process shall be considering risks that could be introduced to HA as a result of the selection of a System/Equipment;

(b) details shall be described in the respective Schedule(s) pertaining to "Statement of Compliance" as to how the System/Equipment proposes to implement security requirements, including product names, product specifications and interconnection diagrams;

(c) an alternative security solution able to achieve the same or better security protection, shall be proposed where any System/Equipment security requirements are unable to be fulfilled due to product design limitations;

(d) where an alternative security solution is being proposed details shall be included which describe the alternative security solution in an Appendix to the "Statement of Compliance";

(e) the security requirements outlined in Clause 5 are critical.

Person Authorized to Sign Tender

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

4. Overview

4.1 Scope

The scope of these IT security requirements are applicable to all "Requests for Quotations" and "Requests for Tender" for the procurement of non-IT Systems ("Systems")/Equipment in HA.

4.2 Objective

The scope of this document cover security requirements with terms and definitions for procurement of non-IT Systems ("Systems")/Equipment in HA, including data security, application security, network security, server security, client/desktop security, security incident reporting and vendor maintenance and etc.

5. IT Security Requirements

The IT security requirements for all "Requests for Quotations" and "Requests for Tender" within HA with a view to:

(a) providing "Terms and Definitions" please refer detail noted in Appendix Part A;

(b) providing "Network Connection between Vendor Network and HA Network", please refer detail noted in Appendix Part B;

(c) providing "Failure and Recovery Scenarios in Hospitals for vendor managed L3 network switches", please refer detail noted in Appendix Part C;

(d) providing "External Network Security Compliance Report (Sample)", please refer detail noted in Appendix Part D

Appendix Details of IT Security Requirements

A. Terms and Definitions

These terms and definitions apply to any System/Equipment requiring access to the HA IT network. Additional terms and definitions appear below in "Connectivity of Vendor Managed Network to HA" (A.19) for System/Equipment operated by the Tenderer on a separate self-contained "vendor" network.

Note:

i) An alternative security solution able to achieve the same or better security protection, shall be proposed where any System/Equipment security requirements are unable to be fulfilled due to product design limitations;

ii) where an alternative security solution is being proposed details shall be included which describe the alternative security solution

A.1 Safety

A.1.1 Tenderer shall ensure the System/Equipment remains secure and malicious code free in accordance with the terms and conditions of the relevant contract.

A.1.2 Tenderer shall ensure the System/Equipment when being used for healthcare related patient outcomes does not cause danger, risk, harm, injury, or loss to the safety of an individual.

A.1.3 Tenderer shall ensure the System/Equipment is protected from being used in a manner relied upon by other System/Equipment that could result in danger, risk, harm, injury, or loss to the safety of an individual.

A.1.4 Tenderer shall ensure the System/Equipment does not create any non-compliance with regulatory or legal frameworks.

A.2 Confidentiality and Privacy

A.2.1 Tenderer shall ensure the System/Equipment does not capture, store or process sensitive data and/or any data related to any individual, including personal health information, in a manner that allows the data to be made available or disclosed in an unauthorized manner.

A.2.2 Tenderer shall ensure the System/Equipment provides appropriate authentication controls on privacy control when allowing any user, protocol or other form of connection.

A.3 Integrity

A.3.1 Tenderer shall ensure the System/Equipment preserves the accuracy and completeness (i.e. integrity) of data and the methods used to process and manage this data.

A.3.2 Tenderer shall ensure the System/Equipment minimises any potential to cause business disruption if the System/Equipment does not operate as expected/planned.

A.3.3 Tenderer shall ensure the System/Equipment can be accurately relied upon as a result of its function.

A.3.4 Tenderer shall provide evidence to HA that any source code associated with the System/Equipment is free of common "OWASP Top 10 Vulnerabilities" [Reference Document (e)].

A.4 Availability

A.4.1 Tenderer shall ensure the System/Equipment will be accessible and usable when needed.

Tenderer shall ensure the System/Equipment achieves an overall level of availability with reference to the requirement of Uptime under warranty and maintenance support related clause in the Tender Specifications.

A.4.2 Tenderer shall ensure any System/Equipment interruption with reference to the requirement of Corrective Maintenance under warranty and maintenance support related clause in the Tender Specifications.

A.4.3 Tenderer shall ensure the System/Equipment provides adequate System/Equipment resilience facilities, including and not limited to redundant hardware components, enabling any faulty components to be switched over to redundant components if applicable.

A.4.4 Tenderer shall ensure the System/Equipment is supported by uninterruptable power supply (UPS) for maintaining the committed level of System/Equipment availability if applicable.

A.4.5 Tenderer shall ensure the System/Equipment minimises any disruption if not performing as expected/planned.

A.5 Compatibility

A.5.1 Tenderer shall ensure the System/Equipment is able to effectively function together with other System/Equipment.

A.5.2 Tenderer shall ensure the System/Equipment does not adversely interfere with the effective operation of any other System/Equipment.

A.5.3 Tenderer shall ensure the System/Equipment continues to function correctly following any System hardening and security specification requirements imposed by HA.

A.6 Longevity

A.6.1 Tenderer shall ensure the length of effective service of the System/Equipment (i.e. many years) and all of its components will be sufficient to meet the needs of HA.

A.6.2 Tenderer shall ensure the System/Equipment continues to operate beyond the period of time expected by HA.

A.6.3 Tenderer shall ensure updates for patching of vulnerabilities are maintained throughout the System/Equipment's lifetime expected by HA.

A.7 Technological Substitution

A.7.1 Tenderer shall ensure that within the warranty period/maintenance service contract period (if applicable), System/Equipment upgrades are performed, if there is any, without any charge within the contract period.

A.8 Data Sovereignty

A.8.1 Tenderer shall ensure the data processed or stored by the System/Equipment resides in Hong Kong.

A.8.2 Tenderer shall ensure the System/Equipment does not process or store data outside of Hong Kong.

A.8.3 Tenderer shall ensure the System/Equipment is governed by the laws of Hong Kong.

A.9 System Hardening

A.9.1 Tenderer shall ensure the System/Equipment, where using the Microsoft Windows Operating System, hardens all its components and functionality according to "Guidelines for Windows Server Hardening" [Reference document (a), which is available for viewing after signing a non-disclosure agreement with hospital].

A.9.2 Tenderer shall ensure the System/Equipment where using the non-Windows solutions are secured according to "Guidelines for Host Security Hardening" [Reference document (d), which is available for viewing after signing a non-disclosure agreement with hospital].

A.9.3 Tenderer shall ensure the System/Equipment avoids the presence of hard-coded authentication credentials.

A.10 Data Security

A.10.1 Tenderer shall ensure sensitive data downloaded from the System/Equipment to end-user devices is protected by a reasonable level of encryption.

Note: Sensitive data refers to data including but not limited to identifiable patient information.

A.10.2 Tenderer shall ensure sensitive data stored within the System/Equipment is preferably encrypted.

A.10.3 Tenderer shall ensure sensitive data stored in backup storage is encrypted.

A.10.4 Tenderer shall ensure all important data (knowledge, System/Equipment configuration parameters) stored in the System/Equipment is safeguarded and preserved through an effective backup mechanism.

A.10.5 Tenderer shall ensure sensitive data shall NOT be exported for any usage unless prior authorisation has been obtained from HA.

A.10.6 Tenderer shall ensure where there is a requirement to copy or move data from the System/Equipment to the HA network using portable media (i.e. USB Drive or CD), then this media is scanned for malicious code on a HA PC before being uploaded to the HA network.

A.10.7 Tenderer shall ensure sensitive or personal data is not logged as much as possible; if there is operational need to log such data, ensure it is encrypted or secured with restricted access control.

A.11 Application Security

A.11.1 Tenderer shall ensure the System/Equipment employs prevalent authentication and authorisation mechanisms at reasonable safety level.

A.11.2 Tenderer shall ensure the System/Equipment supports role-based access control. For example, general user shall be restricted from system administration and setting function, which shall only be performed by authorized users.

A.11.3 Tenderer shall ensure the System/Equipment applies network level encryption.

A.11.4 Tenderer shall ensure the System/Equipment provides comprehensive version control and configuration management mechanisms.

A.11.5 Tenderer shall ensure the System/Equipment conforms to "Guideline for Application Security" [Reference document (g), which is available for viewing after signing a non-disclosure agreement with hospital].

A.12 Malicious Code Protection

A.12.1 Tenderer shall ensure the System/Equipment is protected with the installation of a reputable Anti-Virus program in all servers, PC and Workstation components.

A.12.2 Tenderer shall ensure the System/Equipment is protected with regular updates of the latest virus definitions.

Note: It is highly preferred that Tenderer shall use the same product as HA to have virus definition update automatically.

A.12.3 Tenderer shall be responsible for the on-going support and for keeping the virus definitions and related software up-to-date in all Servers, PCs and workstations.

A.12.4 Tenderer shall ensure virus definitions are updated within 24 hours from the date of release.

A.12.5 Tenderer shall be responsible for the regular scanning of all Servers and PCs in the System/Equipment every three months to ensure that they are not infected by virus, worms and spyware including the on-going support of scheduling and verifying the results of the virus scan.

A.13 Vulnerability / Patch Management

A.13.1 Tenderer shall maintain ongoing System/Equipment support, including the installation of the latest security patches for the Operating Systems and related software in all System servers, PCs and workstations.

A.13.2 Tenderer shall ensure critically affected security patches are updated as soon as practically possible; for non-critical ones, within twelve months from the date of release.

A.14 Restricted External Access

A.14.1 Tenderer shall ensure that there are no non-HA (external) network connections to the System/Equipment unless supported by prior authorization and knowledge of HA.

A.14.2 Tenderer shall ensure that the System/Equipment does not automatically establish any wireless connections without prior authorisation and knowledge of HA.

A.14.3 Tenderer shall ensure that the System/Equipment does not establish any wired connections without prior authorisation and knowledge of HA.

A.15 HA Network Connectivity

A.15.1 Tenderer shall be responsible, where operational reasons exist, for a System/Equipment residing within HA premises to connect to the HA network for information exchange with HA IT systems, for implementing such network connection in accordance with HA requirements and to ensure all security requirements are strictly adhered to (e.g. network segregation by firewall to ensure security attacks due to the System/Equipment would not directly impact HA).

A.15.2 Tenderer shall ensure any network connection for a System/Equipment to the HA network is endorsed by HA and implemented and operated according to HA policies, procedures and guidelines.

A.15.3 Tenderer shall ensure connectivity of the System/Equipment to the HA network adheres to the network diagram as depicted in **Part B**.

A.16 Maintenance Support

A.16.1 Tenderer shall ensure that when maintenance is performed on the System/Equipment or when accessing the System/Equipment in any remote manner that the tools and software have been confirmed to be free of malicious code.

A.16.2 Tenderer shall ensure that where maintenance on the System/Equipment needs to be performed, that HA is provided with a level of assurance that the vendor has undertaken proactive actions to ensure their connecting media or device (USB stick, portable media, laptops, iPads, etc.) has been scanned for malicious code before and after every time that portable media is used to apply changes/updates to the System/Equipment.

A.16.3 Tenderer shall bring with them a mobile computer (i.e. laptop) which contains the latest version of anti-virus software, complete with up-to-date virus signatures to confirm onsite within HA premises that their media to be connected (i.e. USB) is free of malicious code.

A.16.4 Tenderer shall ensure portable media (USB stick, CD/DVD, etc.) is scanned (in addition to clause A.16.3) on a HA PC to ensure that the media is not infected by virus, worms and spyware before being used to apply changes/updates to the System/Equipment.

A.16.5 Tenderer shall ensure the vendor provides HA a completed attestation of compliance to confirm the media or device to be connected to the System/Equipment has been scanned for viruses and found to be free of malicious code.

A.16.6 Tenderer shall perform technical support on-site unless appropriate remote support arrangement is endorsed.

A.16.7 Tenderer shall erase the sensitive data in the storage devices of the System/Equipment before taking away the equipment for repairing or disposal.

A.16.8 Tenderer shall sign and fully comply with a non-disclosure confidentiality agreement during on-site and remote support.

A.16.9 Tenderer should use different portable media (i.e. USB sticks), which have been scanned for malicious code, for each item of medical equipment they need to apply an update to.

A.16.10 Tenderer shall where not able to use different individual portable media (i.e. USB sticks) for applying changes/updates to multiple items of medical equipment (see clause A.16.10), repeat Clauses A.16.3 and A.16.4 before proceeding to attach/apply the portable media to the second and subsequent items of medical equipment.

A.17 Decommissioning Support

A.17.1 Tenderer shall ensure that upon decommissioning of the System/Equipment, data exports and data definitions (sometimes known as data dictionary) are provided for all clinical data, and other data as appropriate, in a data structure and format as required by Hospital Authority.

A.17.2 Tenderer shall provide assistance, as required, for the successful migration of any data to a new replacement System/Equipment(s) as adopted by Hospital Authority.

A.18 Security Incident Reporting and Compliance

A.18.1 Tenderer shall ensure the System/Equipment provides health-checking and audit logging capabilities.

A.18.2 Tenderer shall immediately report to the Hospital management and the HA ITS Call Centre any security incident relating to the System/Equipment.

A.18.3 Tenderer shall monitor its security compliance and comply with HA's regular review process with respect to the requirements stipulated in this document. **Part D** provides a sample of a "External Network Security Compliance Report" which should be used.

A.19 Connectivity of Vendor Managed Network to HA

A.19.1 For Medical Systems, HA will install External Network data ports next to the equipment for connection with the HA Network, or HA will install External Network Wireless LAN for the equipment that supports Wi-Fi for connection with the HA Network.

(Note: Tenderers shall confirm with HA if External Network data ports can be provided)

A.19.2 The External Network data ports are based on the Institute of Electrical and Electronics Engineers (IEEE) 802.3 standards and support 10BASE-T at 10 Mbit/s (IEEE 802.3i), 100BASE-TX Fast Ethernet at 100 Mbit/s (IEEE 802.3u) and 1000BASE-T Ethernet at 1 Gbit/s (IEEE 802.3ab) connections.

A.19.3 The External Network is an Internet Protocol (IPv4) routable network. It supports the following communication protocols, including Internet Protocol (IP), Address Resolution Protocol (ARP), Internet Control Message Protocol (ICMP), Transmission Control Protocol (TCP) and User Datagram Protocol (UDP). The IP address will be assigned by HA.

A.19.4 In case the tenderer cannot use HA-provided External Network data ports, the tenderer shall set up the network and implement the cabling system according to the "Guidelines for Cabling System and Network Setup in External Network" [Reference Document (k) , which is available for viewing after signing a non-disclosure agreement with hospital].

A.19.5 Other than the provision by HA IT&HI as specified in the tender document, if the tenderer considered the HA IT&HI provision not sufficient/applicable to its proprietary Medical Systems, the tenderer may propose additional installation (in such case the additional installation works shall be carried out by the tenderer according to the "Guidelines for Cabling System and Network Setup in External Network" at its own cost [Reference Document (k)]). HA will not bear any additional charges, and the tenderer shall bear all such related costs which shall have been included in the tender price submitted by the tenderer.

A.19.6 Tenderer shall put their servers in Hospital Data Center as far as possible.

A.19.7 Tenderer shall provide the network diagram to illustrate the network architecture if the tenderer follows A19.4. **Part B.1** illustrates the architecture of External Network for Medical Systems.

A.19.8 Tenderer shall ensure the System/Equipment connecting to the External Network Wireless LAN comply with the following requirements and specifications:

(a) Tenderer shall comply with the HA Wi-Fi infrastructure and standard guidelines

(b) The end devices provided by the tenderer shall support IEEE 802.11a/g/n/ac/ax.

For the end devices which support IEEE 802.11ax, they shall be compatible with IEEE 802.11a/g/n/ac

(c) The end devices provided by the tenderer shall support 2.4GHz channel 1-13 and/or 5GHz channel under U-NII-1, U-NII-2A, U-NII-2C and U-NII-3

(d) The end devices provided by the tenderer shall support WPA2 with AES encryption and PSK authentication

(e) The end devices provided by the tenderer shall support DHCP/static IP configuration

(f) The end devices provided by the tenderer shall support roaming across access points without session drop

(g) Tenderer shall provide MAC addresses of the end devices for registration and PSK authentication in order to access Wi-Fi network

(h) Tenderer shall arrange a Wi-Fi connectivity test with users and Hospital/HA IT&HI before the production rollout

(i) Only 1 common SSID will be provided by HA for all non-IT systems

(j) Non-IT systems shall use IP addresses as assigned by HA

(k) IP routable network will be provided for Wi-Fi and wired equipment

A.19.9 For Non-Medical Systems such as Operational Technology (OT), the tenderer shall comply with the following requirements and specifications:

(a) Tenderer shall set up the network and implement the cabling system according to the "Guidelines for Cabling System and Network Setup in External Network" [Reference Document (k) , which is available for viewing by appointment at hospital venue after signing a non-disclosure agreement with hospital].

(b) Refer to the "Guidelines for Cabling System and Network Setup in External Network" [Reference Document (k), tenderer shall install at least one Layer 2 switch or with resilient when HA requires at the tenderer's cabinet and shall cater for different auto network failover and recovery scenarios according to the network diagrams illustrated in **Part C.1 and C.2**. If Layer 3 switch installation is required, the tenderer shall contact HA IT&HI in advance for consideration.

(c) Tenderer shall provide the network diagram to illustrate the network architecture. **Part B.2** illustrates the architecture of External Network for Non-Medical Systems.

(d) HA shall arrange HA Authorized Cabling Contractor to install the backbone cablings and HA Equipment Vendor to install the Gigabit Interface Converters (GBICS) at HA switch in Building Closets for the network connection to the tenderer's switch.

(e) HA will not bear any installation and maintenance related charges (except for backbone cabling, i.e. B.4 in **Part B.2**), and the tenderer shall bear all such related

costs which shall have been included in the tender price submitted by the tenderer

A.20 Clinical Data Exchange

A.20.1 Tenderer shall ensure seamless electronic data exchange with Hospital Authority corporate systems, complying with Health Level Seven (HL7) version 2.3.1 and above, including support for the HL7 FHIR (Fast Healthcare Interoperability Resources) standard. The data transfer protocols should include MLLP with native HL7, SOAP, or RESTful-based web services with HL7XML, as well as FHIR API interfaces. Additionally, the Clinical Information System (CIS) must have the capability to receive events from and publish events to hospital systems in a timely manner to ensure real-time or near real-time data availability and synchronization. Furthermore, the file server storing clinical report files to be downloaded by the Hospital Authority system must support the SFTP protocol.

A.20.2 Tenderer shall ensure the implementation of electronic data exchange with Hospital Authority corporate systems complies Hospital Authority HL7 Guidelines.

A.20.3 Tenderer shall ensure any electronic message exchange with the Hospital Authority includes reference keys supplied by Hospital Authority corporate systems such as:

(a) HKID
(b) Name
(c) Date of birth
(d) Sex
(e) HA case number
(f) HA system unique patient key

Note: Electronic message exchange is important to ensure high integrity associated with patient identification and automatic mapping to patient records within the Hospital Authority.

A.20.4 Tenderer shall ensure the System/Equipment maintains the existing exchange of patient data with Hospital Authority corporate systems and provides exchange for other data including but not limited to:

(a) Admit, discharge & transfer, and patient demographics
(b) Allergy, Adverse Drug Reaction and Alert information
(c) Clinical order, observations and results
(d) Multimedia and imagery data

A.20.5 Tenderer shall ensure the System/Equipment automatically updates patient's demographic data upon reception of ADT message.

A.20.6 Tenderer shall ensure ADT information exchanged is in compliance with the latest Hospital Authority HL7 Implementation Guidance.

A.20.7 Tenderer shall ensure audit logging is provided for all ADT (Admit, Discharge and Transfer) interactions.

A.20.8 Tenderer shall ensure the System/Equipment adopts the preferred Hospital Authority date format.

(a) For the display of date in frontend screen: DD-MMM-YYYY (e.g. 01-JAN-2014)

(b) For the display of date-time in frontend screen: DD-MMM-YYYY hh:mm:ss in either 12hr/24hr mode (e.g. 01-Jan-2014 15:30:45)

(c) For the transfer of date information to HA system: YYYYMMDD (e.g. 20140101)

(d) For the transfer of date-time information to HA system: YYYYMMDDhhmmss in 24hr mode (e.g. 20140101153045).

Note: This enables user friendliness and system interoperability to be achieved.

A.20.9 Tenderer shall ensure the System/Equipment sends update or delete messages, if necessary, to perform corresponding actions with Hospital Authority corporate systems, with proper authorization mechanism from supervisor and audit trail.

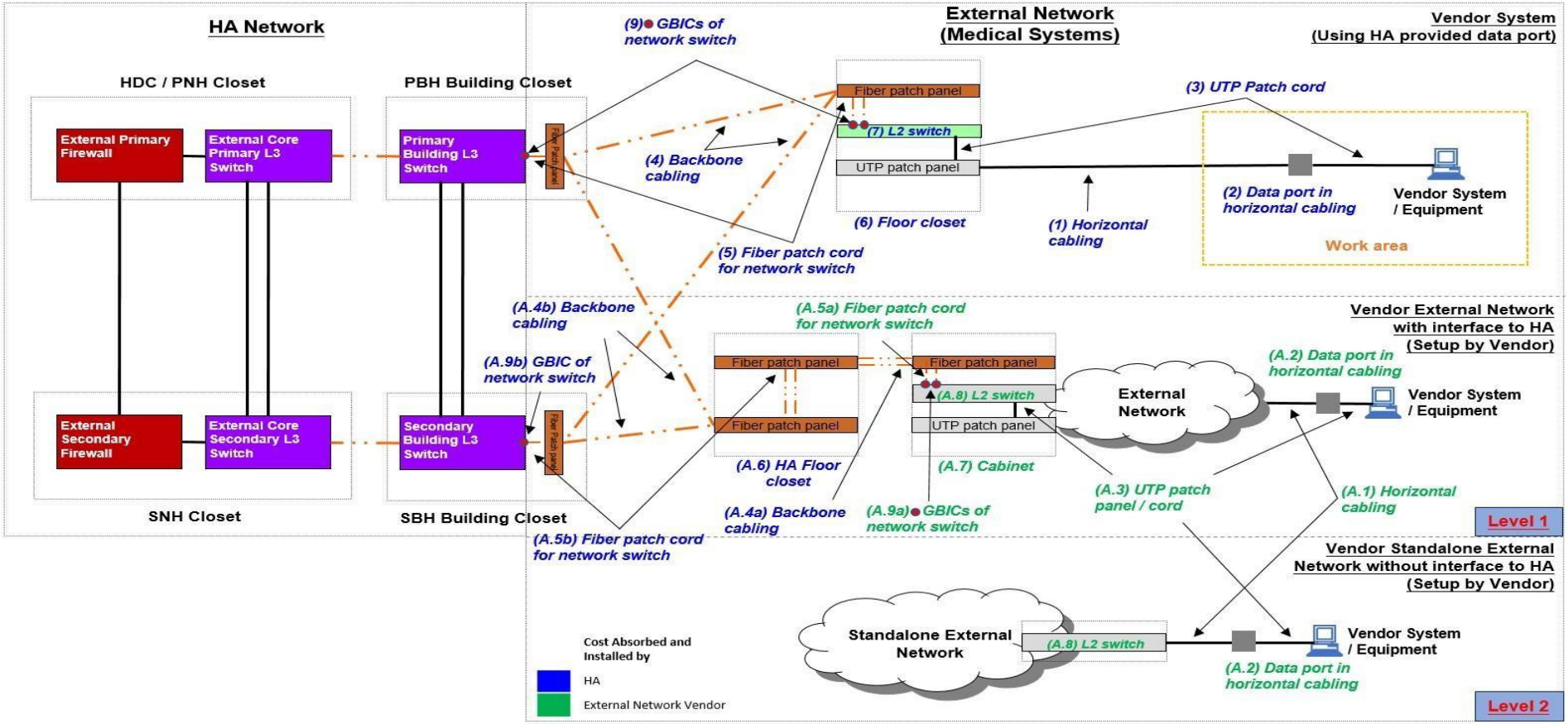
A.20.10 Tenderer shall ensure the System/Equipment provides appropriate feedback to users to indicate the successfulness of message exchange with Hospital Authority corporate systems. (e.g. dashboard system, system alert to users).

A.21 Public Cloud Service

A.21.1 Tenderer shall ensure the System/Equipment, where using public cloud service (e.g. Software as a Service/SaaS), conforms to "Cloud Security Standard" [Reference document (l), which is available for viewing after signing a non-disclosure agreement with hospital].

B. External Network Architecture

1) Below diagram illustrates the External Network Architecture for Medical Systems



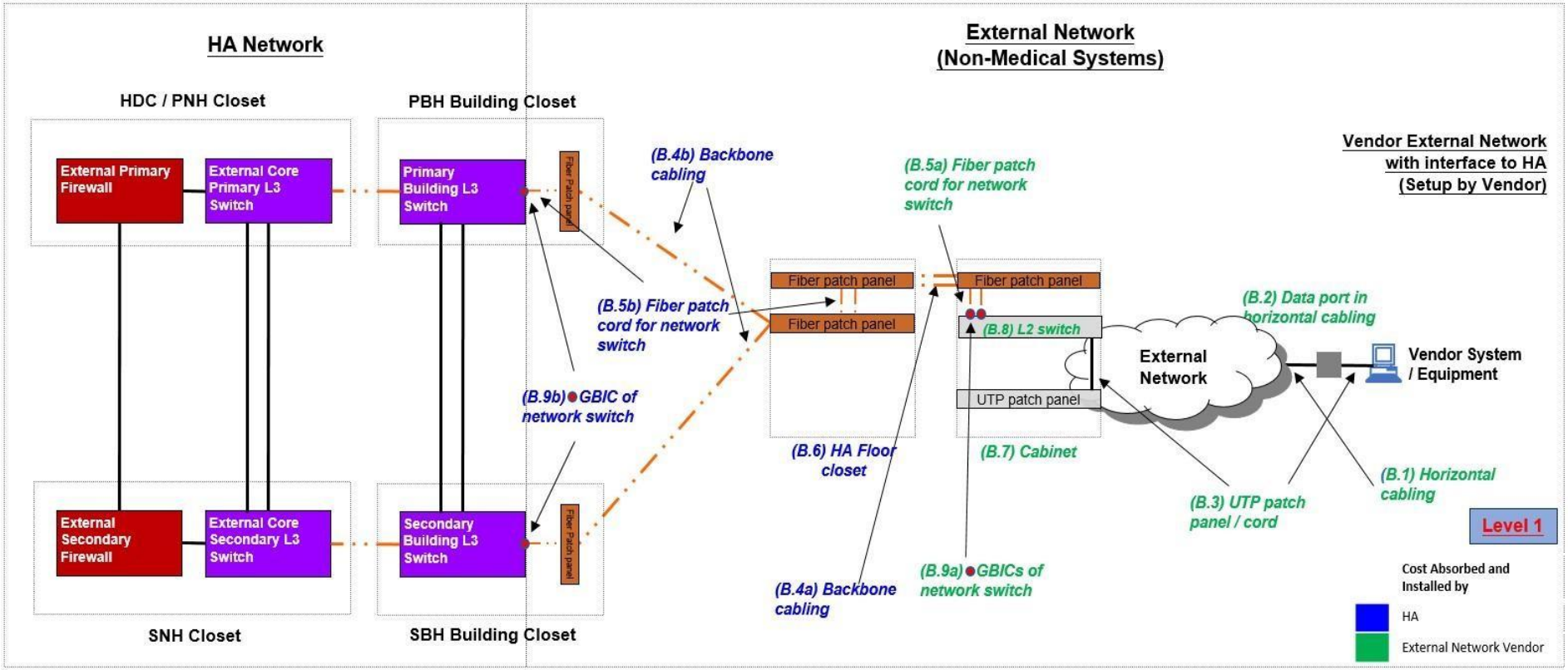
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

2) Below diagram illustrates the External Network Architecture for Non-Medical Systems



Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

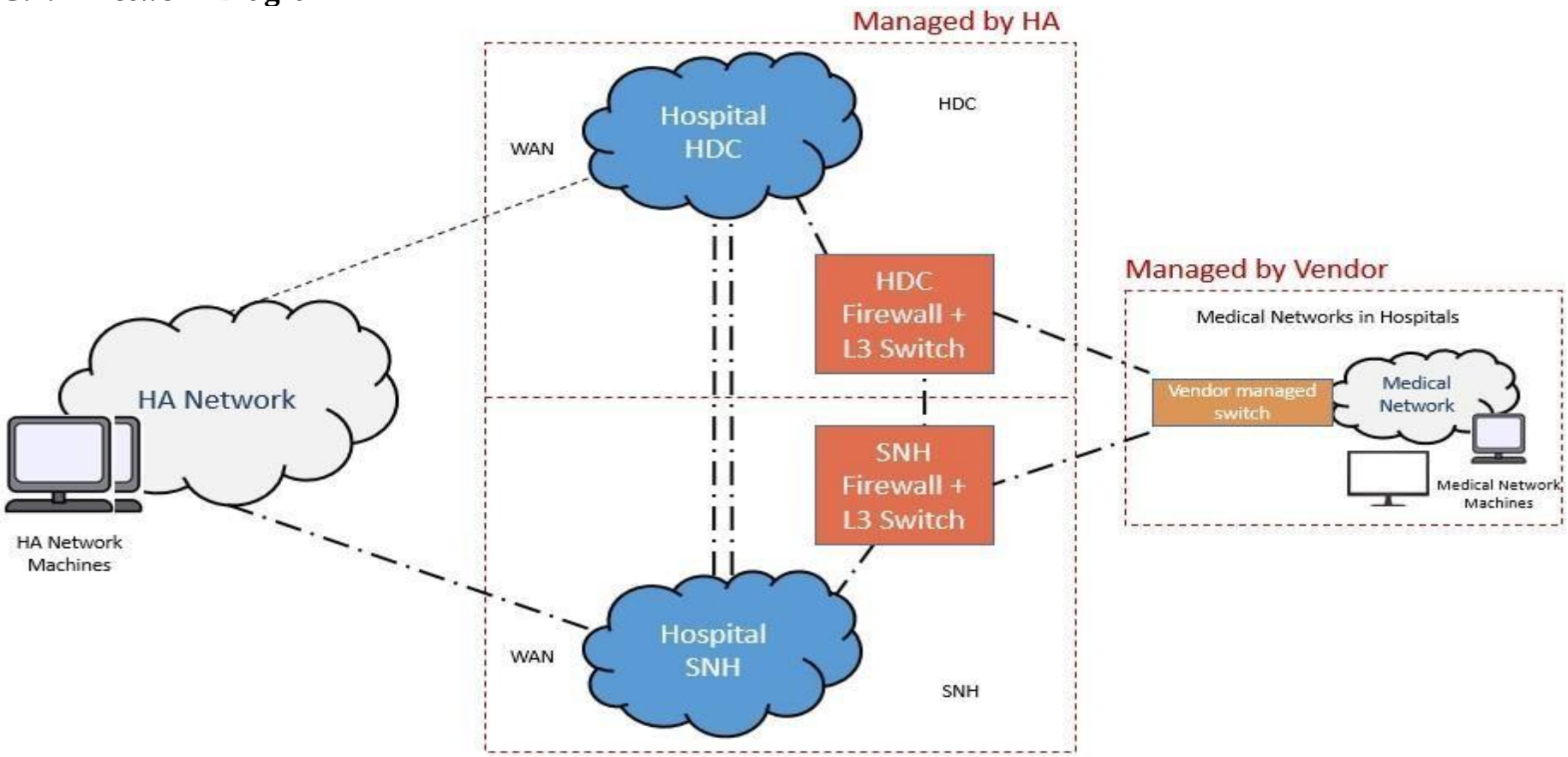
Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C. Failure and Recovery Scenarios in Hospitals for Vendor Managed Network Switches

C.1 Model A (Single Vendor Managed Layer 2 Switch)

C.1.1 Network Diagram



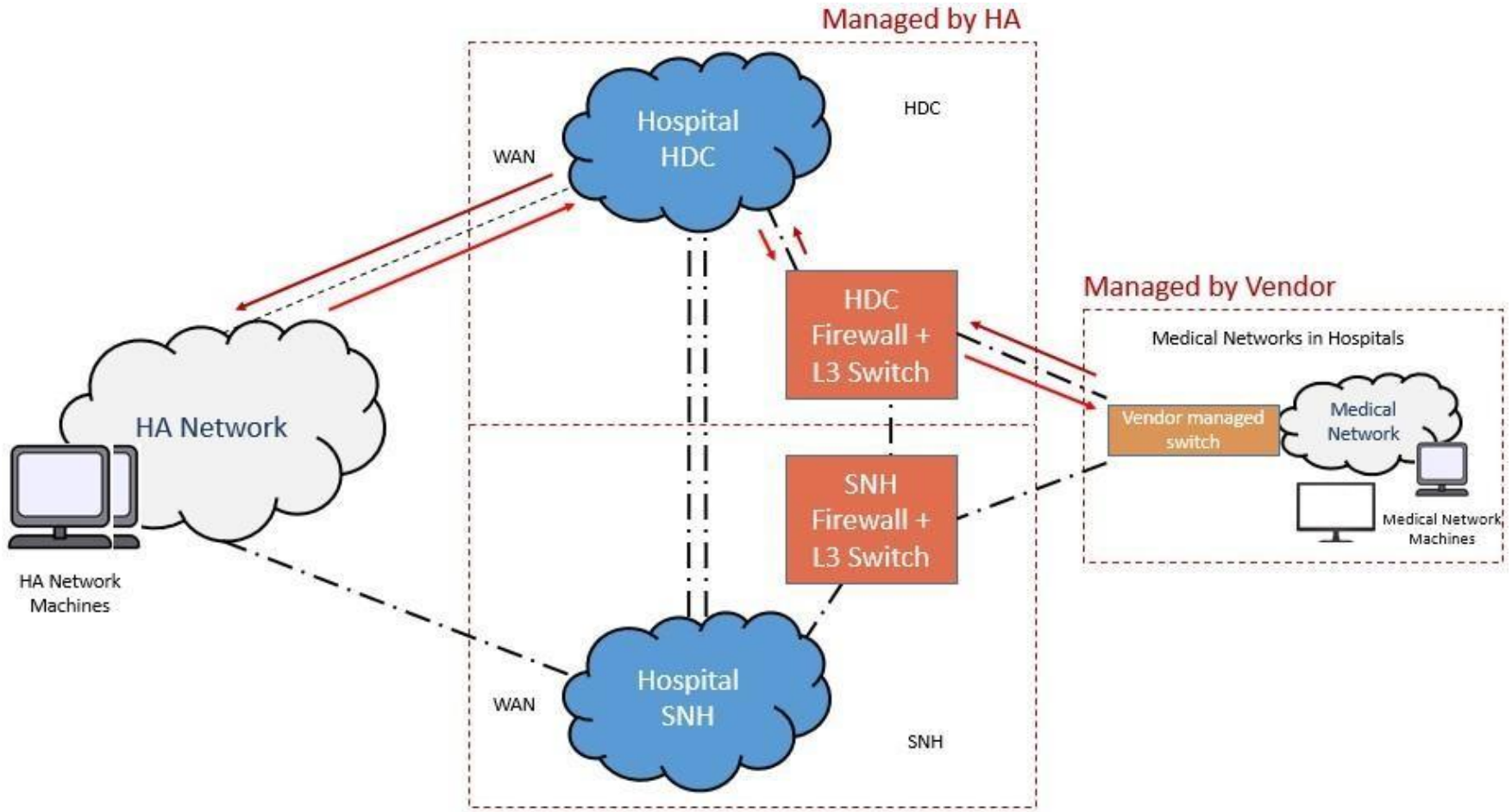
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.1.2 Normal Network Path



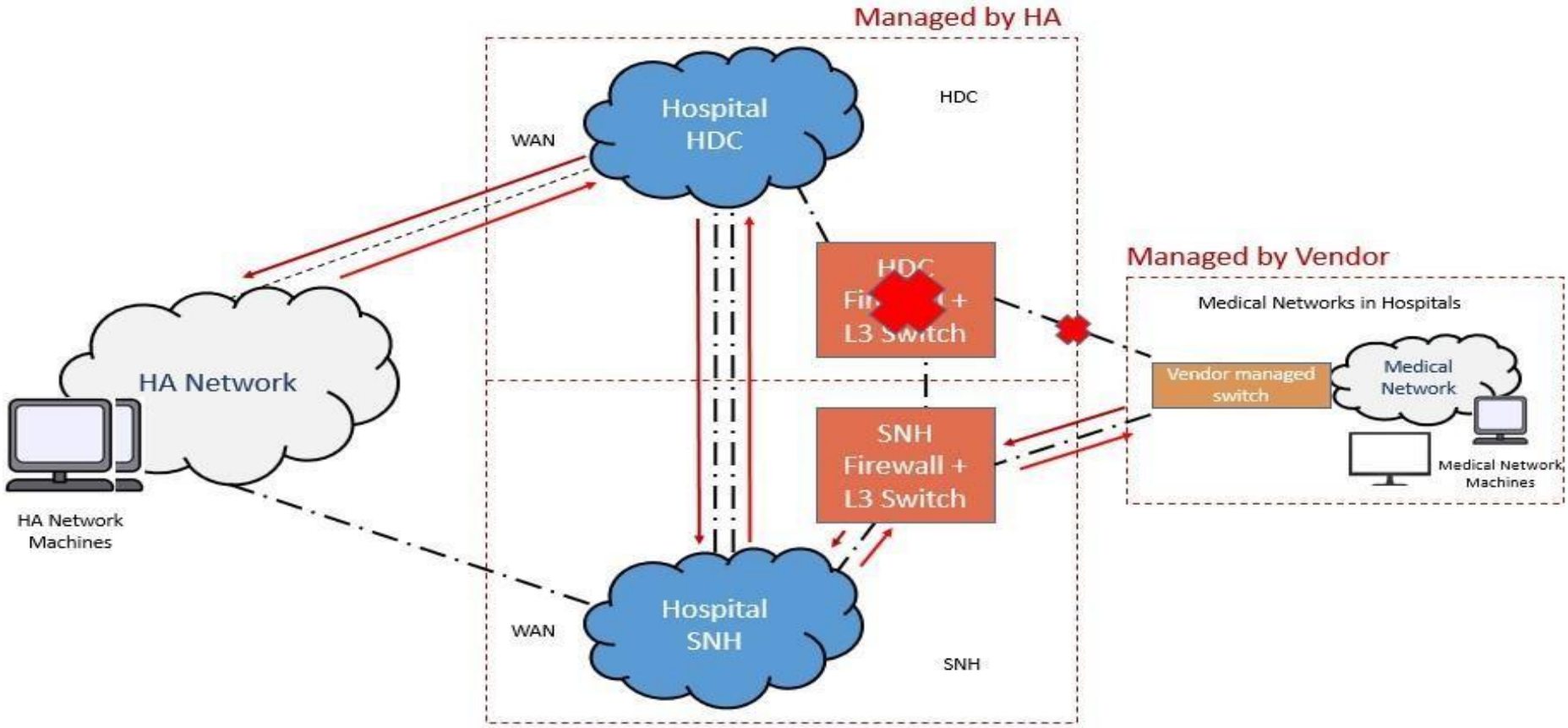
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.1.3 Failure Scenario



Person Authorized to Sign Tender

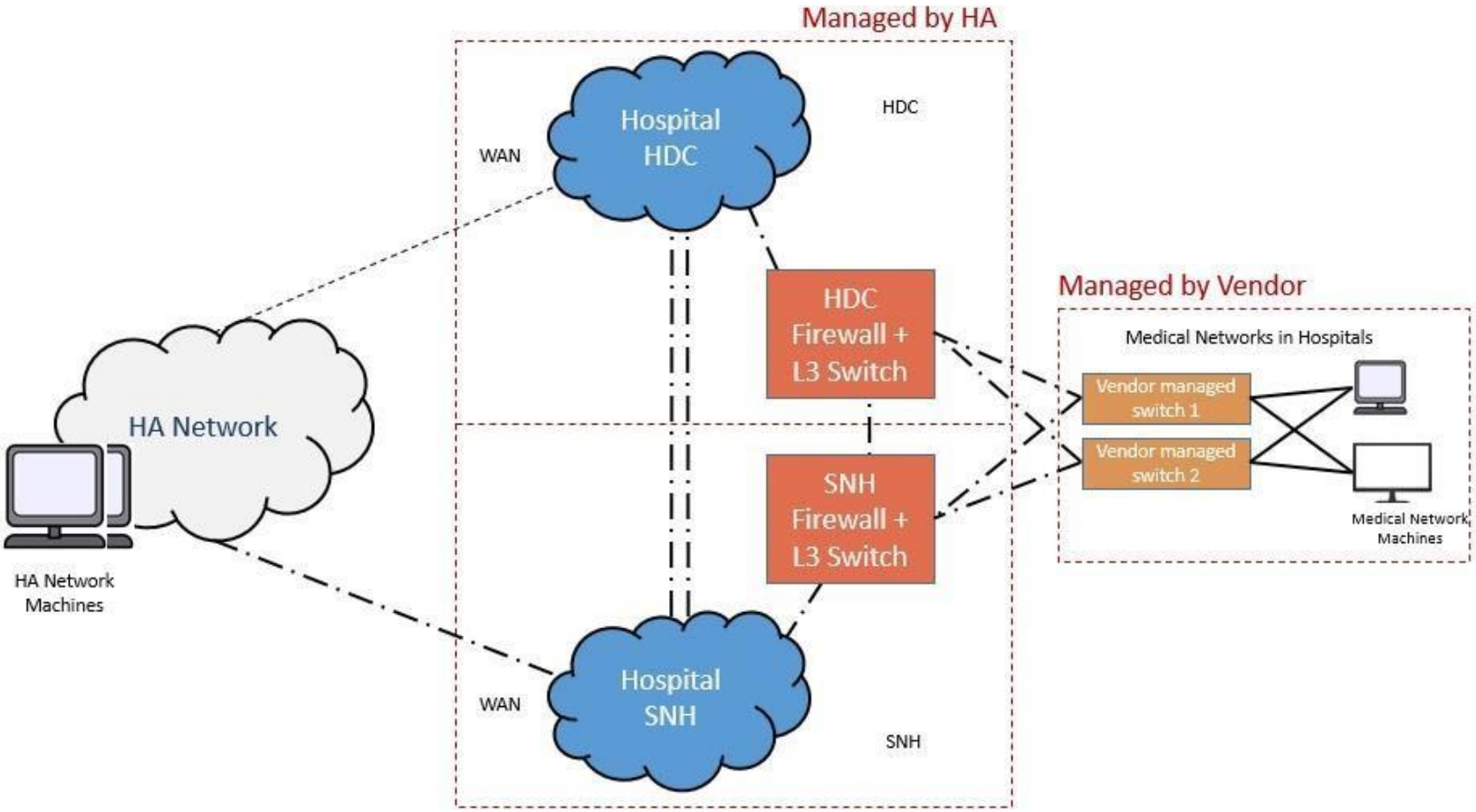
Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.2 Model B (Resilient Vendor Managed Layer 2 Switches)

C.2.1 Network Diagram



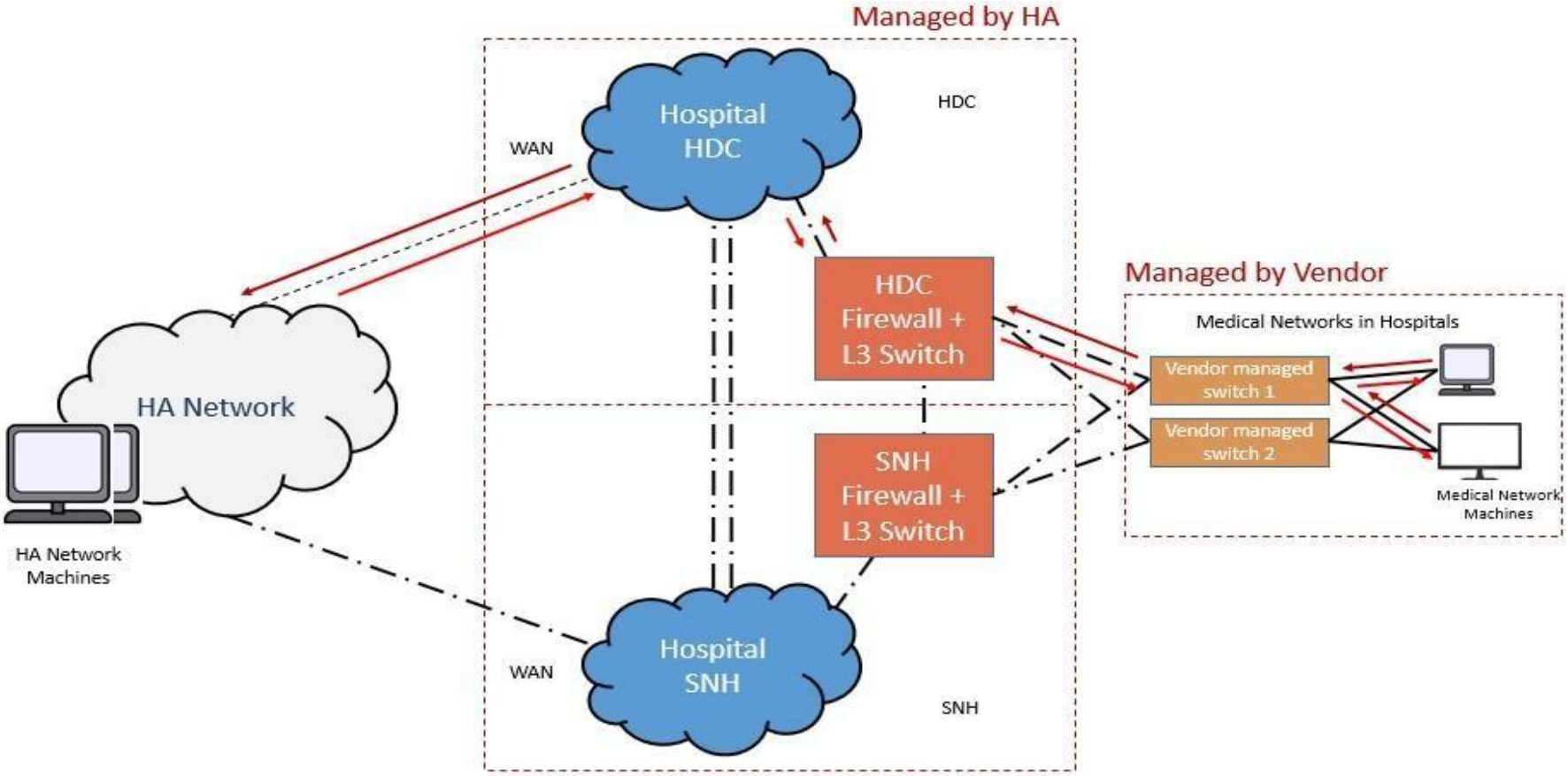
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.2.2 Normal Network Path



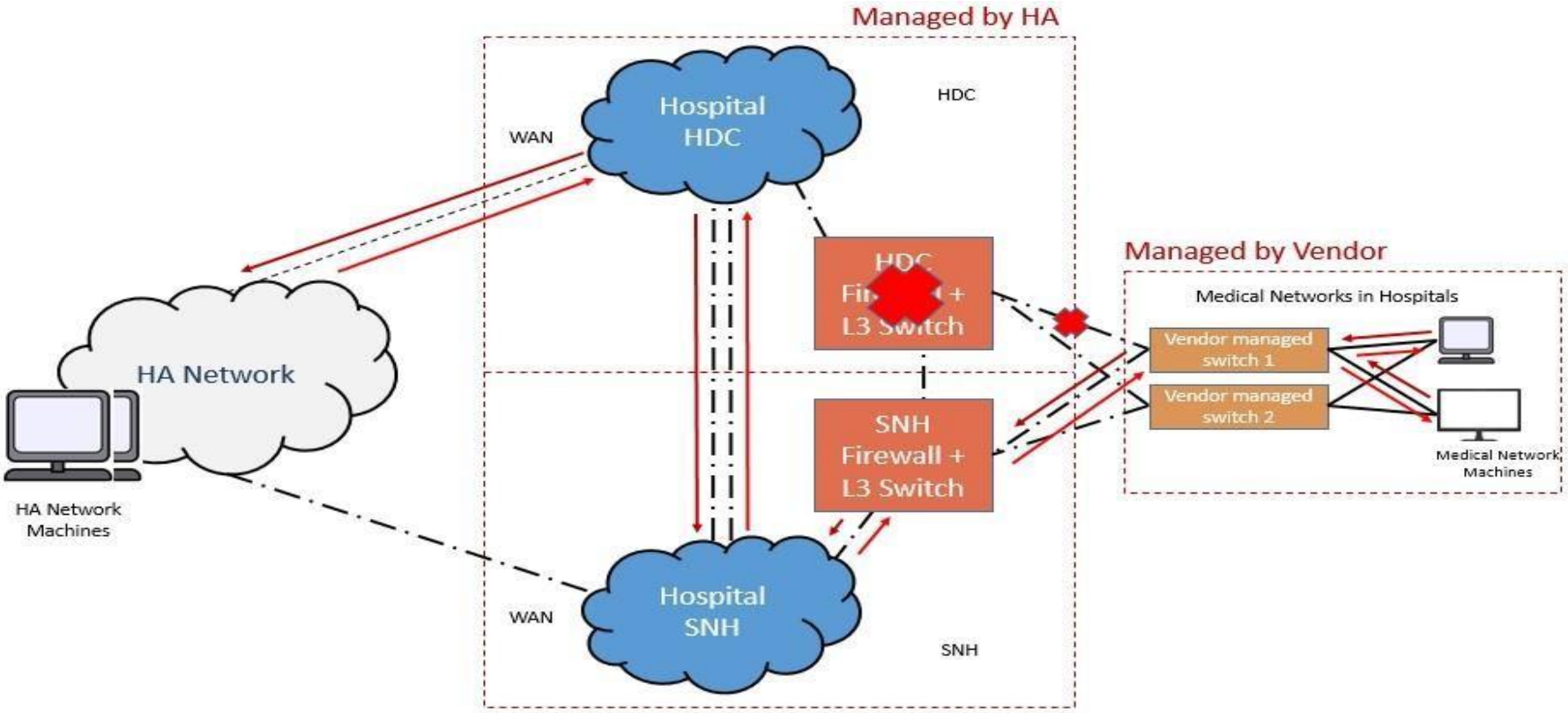
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.2.3 Failure Scenario B1



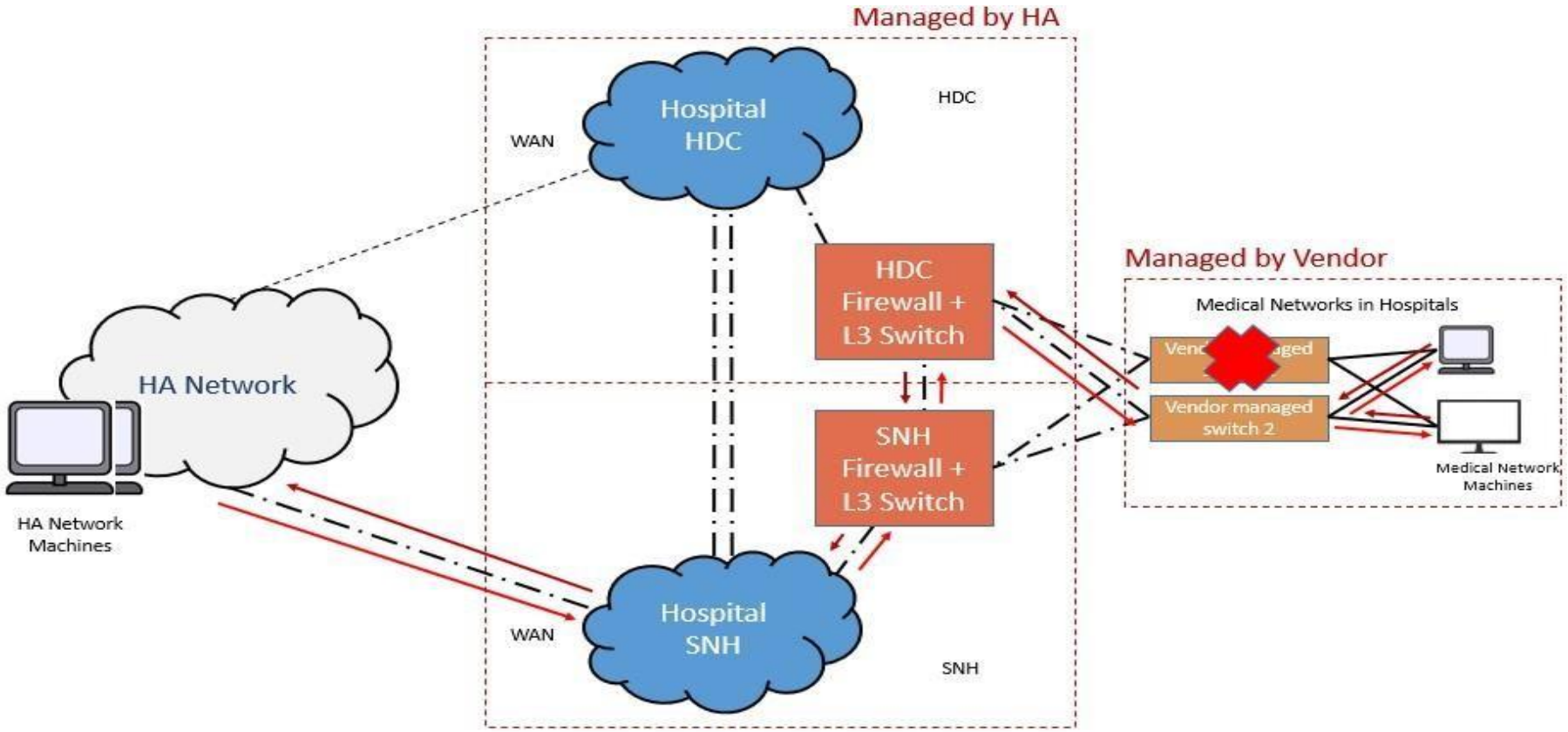
Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C.2.4 Failure Scenario B2



Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

D. External Network Security Compliance Report (Sample)

Hospital: _____ Name of External Network: _____
Location: _____ IP Subnet: _____
Reviewer: _____ Post of Reviewer: _____
Date: _____

Security Requirements for Vendor System/Equipment Installed in HA

Items for Verification with Vendor		Comply (Y/N)	Remark
A.	**Data Security (Review in regular basis)**		
A1	Confidential data downloaded from the System/Equipment to end-user devices should be encrypted		
A2	Confidential data transferring between the System/Equipment and other HA IT systems should "preferably" be encrypted		
A3	Confidential data stored within the System/Equipment should "preferably" be encrypted		
A4	Confidential data stored in backup storage should be encrypted		
A5	Confidential data must not be exported for any usage other than clinical care in HA		
A6	Is the confidential data in System/Equipment and backup being protected from unauthorized access / leakage, including physical security controls? Please specify the controls in "Remark"		
B.	**Application Security (Review in regular basis)**		
B1	The application should support role-based access control		
B2	The application should employ prevalent authentication mechanism at reasonable safety level		
B3	The application should apply network level encryption		
B4	The application should provide health-checking information		
B5	The application should keep audit logs		
B6	Conformance to HA's Guidelines for Application Security		
C.	**Network Security (Review in regular basis)**		
C1	The System/Equipment should not have any network connection to external parties and should not have any unauthorized network connections		

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Items for Verification with Vendor		Comply (Y/N)	Remark
C2	The System/Equipment network should connect to the network port provided by HA		
C3	The System/Equipment network should use IP addresses as assigned by HA		
C4	Only the authorised network traffic is permitted between the System/Equipment network and HA network		
C5	Formal change request and endorsement process for defining and implementing the network firewall policies		
D.	**Server Security (Review in regular basis)**		
D1	Vendor should implement the server security as described in the Guidelines for Windows Server Hardening and the Guidelines for Host Security Hardening		
D2	Vendor should install into the servers an anti-virus program running with the latest virus definitions		
D3	Vendor should install the latest security patches in the servers		
D4	Vendor should perform a regular scanning in the servers		
E.	**Client / Desktop Security (Review in regular basis)**		
E1	Vendor should implement the security controls at the PCs of the System/Equipment as described in the Guidelines for Security Requirements for HA PCs and Notebooks		
F.	**Security Incident Reporting (On-going exercise)**		
F1	Vendor should immediately report security incidents to Cluster/Hospital management		
G.	**Vendor Maintenance (Review in regular basis)**		
G1	Vendor should erase the data in storage devices before taking away the equipment for repair		
G2	Vendor should perform technical support on-site unless appropriate remote support arrangement is endorsed		
G3	Vendor support staff should sign the non-disclosure confidentiality agreement		
G4	When equipment is required to be taken away for offsite repair, are there ways to remove / erase / protect the confidential data in the equipment form leakage? Please specify the controls in "Remark"		

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Items for Verification with Vendor		Comply (Y/N)	Remark
H.	Privacy Control (Review in regular basis)		
H1	Are there any user authentication controls present in the System/Equipment?		
H2	Is unique user ID being assigned to every user?		
H3	Does the System/Equipment allow setting of complex password such as upper / lower case, alpha, numeric and special characters?		
H4	Does the System/Equipment provide audit trails of user accesses? Please specify the controls in "Remark".		
H5	Is there any means to synchronize System/Equipment time with a trustworthy time server such as HA time server for accurate system record?		

Assumptions

1. in-direct offline storage should not be used

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Appendix III

Guidelines for Cabling System and Network Setup in External Network

1. Purpose

The purpose of this document is to provide guidelines for External Network Vendor to perform cabling work and network setup for External Network System.

2. Reference

N/A

3. Overview

3.1 Objectives

The objectives of this Guidelines includes:

(a) To provide the External Network architecture for Vendors to follow;

(b) To provide the cabling / network equipment specification requirements for Vendors to follow;

(c) To provide the guideline for network cabling in External Network;

(d) To provide the guideline for network switch configuration.

3.2 Scope

The scope of this IT guidelines is applicable to all External Network systems.

3.3 Background

(a) Previously there is no standard for External Network Vendors to implement cabling system and network;

(b) Cabling system and/or network equipment cannot be reused when the External Network end of support;

(c) A guideline shall be developed to maintain the standards of cabling system implementation and network setup in External Network.

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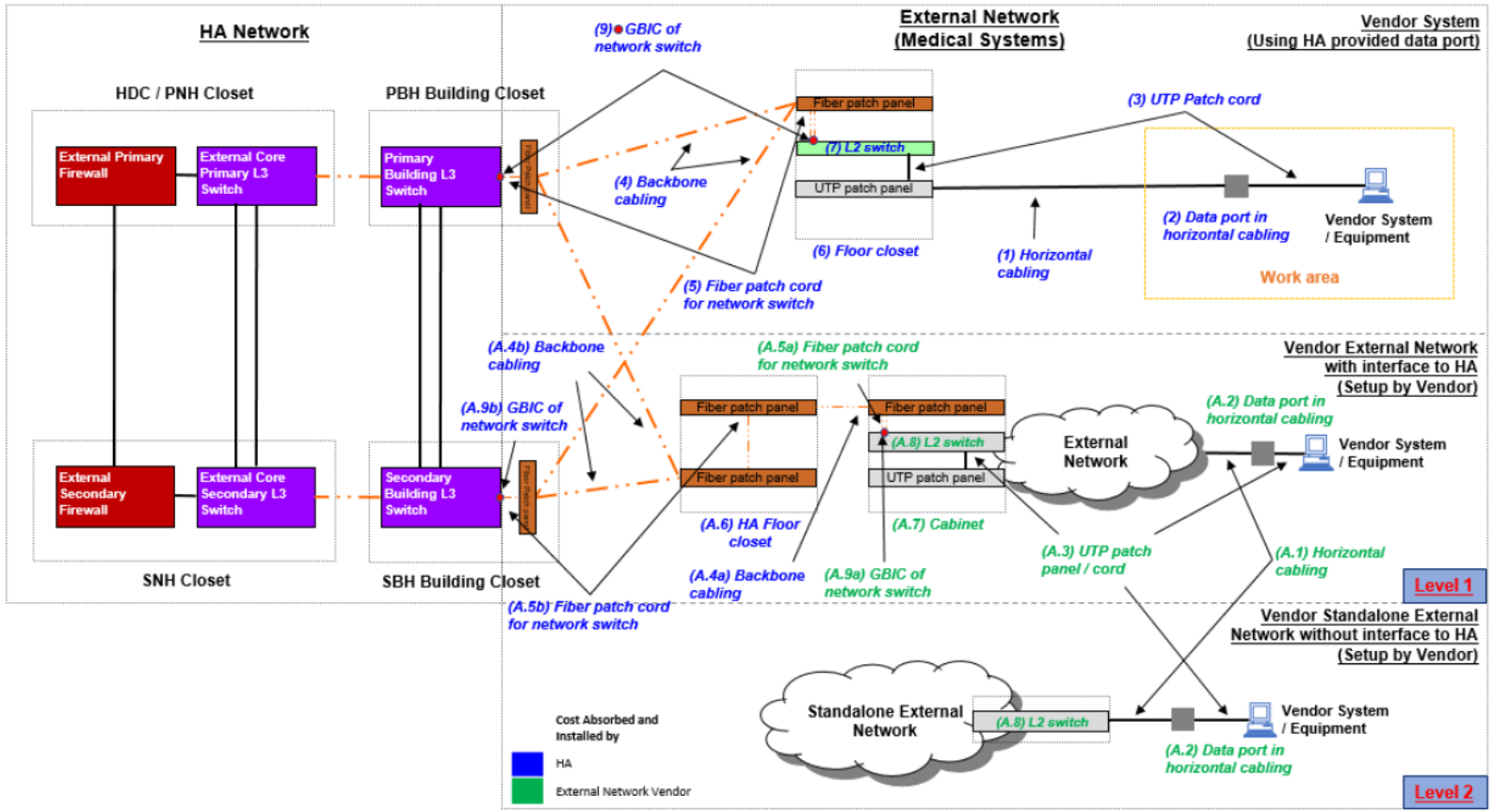
Tenderer's Chop : _____	Position Held : _____	E-mail Address : _____
Date: _____	Tel. No: _____	Fax No.:_____

4. Guidelines to Setup External Network

Level	Type	Standards and Guidelines	Cabling	Network Equipment	Criteria
1	Vendor External Network with interface to HA	Follow: 1. IT Security Requirements for Quotation / Tender – Procurement of "non-IT" System/Equipment 2. This guideline for cabling system and network setup	Vendor can use their own cabling contractor (Except backbone cabling to be done by HA cabling contractor)	Vendor can use their own L2 switch that meet the specification in this guideline	Vendor shall provide the Cabling System and Network Setup Checklist for record purpose
2	Vendor Standalone External Network without interface to HA		Vendor can use their own cabling contractor	Vendor can use their own L2 switch	

5. External Network Architecture

Below diagram illustrates the External Network Architecture for Medical Systems



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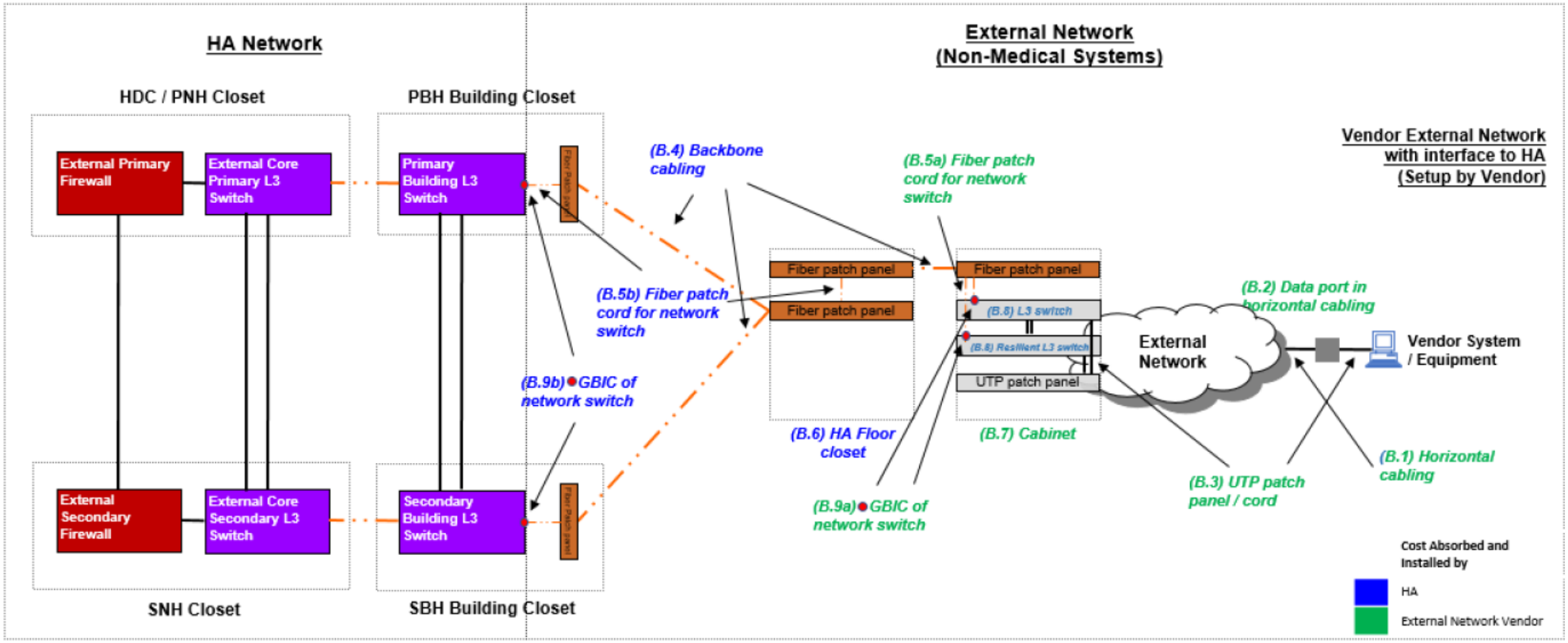
Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Below diagram illustrates the External Network Architecture for Non-Medical Systems



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Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

6. Roles & Responsibilities

Level	External Network	Component	Cost Absorbed and Installed by
1	Vendor External Network with interface to HA	(A.1) Horizontal cabling (Between Data port and vendor cabinet)	External Network Vendor
		(A.2) Data port (in horizontal cabling)	
		(A.3) UTP patch panel / cord for data port and in vendor cabinet	
		(A.4a) Horizontal Backbone cabling	HA
		(A.4b) Vertical Backbone cabling	
		(A.5b) Fiber patch cord for network switch	
		(A.6) HA Floor closet	
		(A.7) Cabinet	External Network Vendor
		(A.8) L2 Switch	
		(A.9a) GBIC of Network switch at vendor cabinet	
		(A.9b) GBIC of Network switch at PBH / SBH building closets	HA Network Equipment Vendor
2	Vendor Standalone External Network without interface to HA	(A.1) Horizontal cabling (Between Data port and vendor cabinet)	External Network Vendor
		(A.2) Data port (in horizontal cabling)	
		(A.3) UTP patch cord for data port and in vendor cabinet	
		(A.5a) Fiber patch cord for network switch	
		(A.8) L2 Switch	

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Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

7. Network Cabling System & Network Equipment

External Network	Usage	Product Description
Network cabling system	(A.1) Horizontal cabling (A.2) Data port (in Horizontal cabling)	Cat6 / Cat6A cable, LSZH rated
		Faceplate with modular Jack, angled outlet with shutter/latch or rack-mounted RJ45 patch panel with modular jacks, 24-port, 1U, straight, each modular jack shall be separately replaceable
	(A.3) UTP Patch panel / cord for Data port and in vendor cabinet	1-metre Cat6 / Cat6A slim patch cord with RJ45 connectors at both ends, straight, LSZH rated, factory-terminated
		2-metre Cat6 / Cat6A slim patch cord with RJ45 connectors at both ends, straight, LSZH rated, factory-terminated
		3-metre Cat6 / Cat6A patch cord with RJ45 connectors at both ends, straight, LSZH rated, factory-terminated
		Rack-mounted RJ45 patch panel with modular jacks, 24-port, 1U, straight, each modular jack shall be separately replaceable
	(A.4a) Horizontal Backbone cabling (A.4b) Vertical Backbone cabling	Indoor / outdoor 12-core, 9/125mm OS2 single-mode optical fiber, LSZH rated, with duplex LC connector at both ends
		Rack-mounted single-mode fiber patch panel with 24 duplex LC couplers/adapters, 48 cores, 1U
	(A.5a) Fiber patch cord for network switch (A.5b) Fiber patch cord for network switch	2-metre / 3-metre, single-mode OS2 fiber patch cord, LSZH rated, with duplex LC connector at both ends, factory terminated
	(A.6) Cabinet	Communication equipment cabinet (Floor-standing, steel, at least 1000kg load capacity, fully perforated front door, fully perforated middle-split rear door, all doors equipped with key locks, heavy duty casters with feet): 1. 42U racking space (Dimension: height 2050mm x width 800mm x depth 1100mm) or 2. 42U racking space (Dimension: height 2050mm x width 800mm x depth 870mm) or 3. 42U racking space (Dimension: height 2050mm x width 600mm x depth 1100mm) or 4. 42U racking space (Dimension: height 2050mm x width 600mm x depth 870mm) or

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		5. 37U racking space (Dimension: height 1800mm x width 600mm x depth 870mm) or 6. 27U racking space (Dimension: height 1400mm x width 600mm x depth 870mm) In Hospital Data Centre (HDC): Communication equipment cabinet (Same as the above requirements): 1. 42U racking space (Dimension: height 2050mm x width 600mm x depth 1200mm) Server cabinet (Same as the above requirements except the load capacity is 1500kg): 1. 42U racking space (Dimension: height 2050mm x width 600mm x depth 1200mm) or 2. 47U racking space (Dimension: height 2250mm x width 600mm x depth 1200mm) The cabinet size is subject to actual site environment.
Network equipment	(A.8) L2 switch	1. For Vendor External Network with interface to HA (Level 1): - Vendor can use other L2 switch according to the L2 Switch Specification Requirements and L2 Switch Configuration specified in section 10 and 11 respectively 2. For Vendor Standalone External Network without interface to HA (Level 2): - Vendor can use their own L2 switch
	(A.9a) GBIC of network switch at Building closet	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm.
	(A.9b) GBIC of network switch at vendor cabinet	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

8. Network Cabling In External Network

8.1 Cabling System Structure In Hospital

The elements of the cabling system structure in hospital are:

a. Backbone cabling;

b. Horizontal cabling;

c. Data port (in Horizontal cabling);

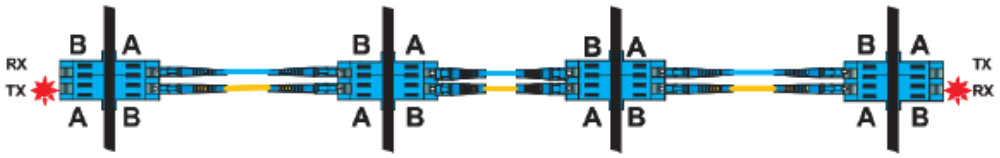
d. Floor closet.

8.2 Backbone Cabling

a. The function of the backbone cabling is to provide interconnections between Floor closet of External Network and Building closets of HA Network.

b. Backbone cabling consists of the backbone cables, intermediate and main cross-connects mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection. Backbone cabling also includes cabling between buildings.

c. For fiber backbone cable, fiber patch cord, the fiber polarity shall be pair-flipped (A-to-B and B-to-A connection) to ensure transmit-to-receive connectivity.



d. Recognized cables

Below type of cable is recognized and recommended for use in the backbone cabling system in HA network:

- 9/125 µm OS2 single mode optical fiber.

Recognized cables, associated connecting hardware, patch cords and equipment cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.3.

8.3 Horizontal Cabling

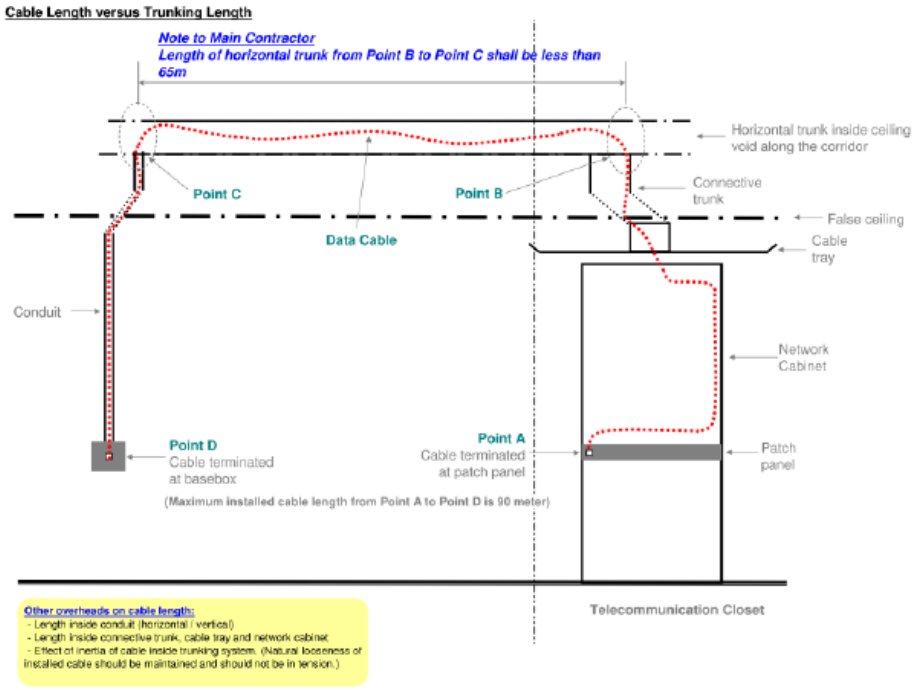
a. The horizontal cabling is the portion of the telecommunication cabling system that extends from the Data port in work area to the Floor closet. In HA environment, that also means the linkage between user Data port and patch panel in network closet;

b. The horizontal cabling includes horizontal cables, Data port in the work area, mechanical terminations and patch cords or jumpers located in the Floor closet;

c. The term "horizontal" is used since typically the cable in this part of the cabling system runs horizontally along the floor of a building;

d. Horizontal distances:

The horizontal distance is the cable length from the mechanical termination of the media at the horizontal cross-connect in the Floor closet to the Data port in the work area. The maximum horizontal distance for copper cabling shall be 90m and the cable inside ceiling trunking shall not exceed 65m length;



For each horizontal channel, the total length allowed for cords in the work area plus patch cords or jumpers plus equipment cables or cords in the Floor closet shall not exceed 10 m (33 ft). An allowance was made for 5 m (16 ft) from the telecommunications outlet to the work station.

e. Recognized cables

Two types of cables are recommended for use in the horizontal cabling system in HA network, as designated by HA:

- Four-pair 100-ohm foiled/unshielded twisted-pair (F/UTP). Cat.6a cable or;
- Four-pair 100-ohm unshielded twisted-pair (UTP). Cat.6 cable.

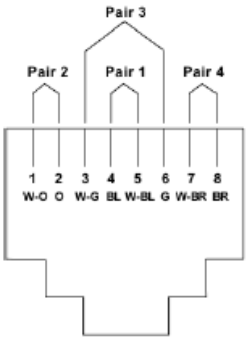
Recognized cables, associated connecting hardware, jumpers, patch cords, equipment cords, and work area cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.2.

8.4 Data Port (In Horizontal Cabling)

a. The work area components extend from the Data port to the Medical work station;

b. The Data port for 100-ohm UTP cable shall meet the requirements of ANSI/TIA/EIA-568-B.2;

c. T568B wiring scheme shall be used for termination of copper cabling system in HA;

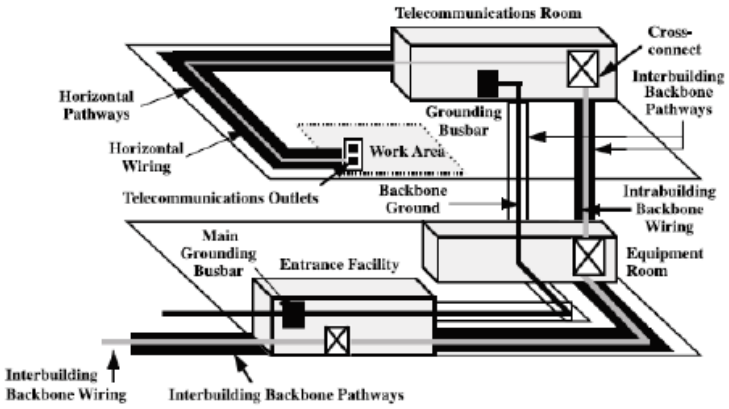


Eight-position jack pin/pair assignment (T568B)

d. Patch cords used in the work area shall meet or exceed the performance requirements in ANSI/TIA/EIA-568-B.2. Therefore, allowed maximum length of work area cord is 5m and 3m cord is for generic used;

e. Labelling of Data port:

HA follows ANSI/TIA/EIA-606-A for labelling of Data ports;



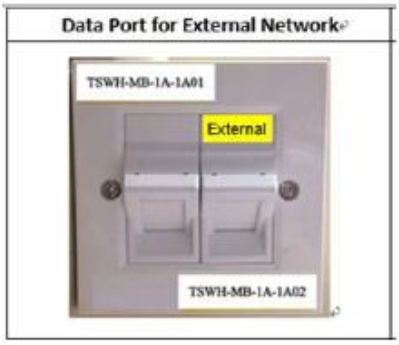
Scope of ANSI/TIA/EIA-606-A

Data port's ID shall be printed on white label with black ink. The ID of left-hand side outlet shall be affixed on the upper left-hand corner and the right-hand side outlet shall be on the lower right-hand corner of the faceplate as below:

Labelling of Data port's usage:

- Labels shall be printed in black word on yellow label in 2cm x 1cm size as below:

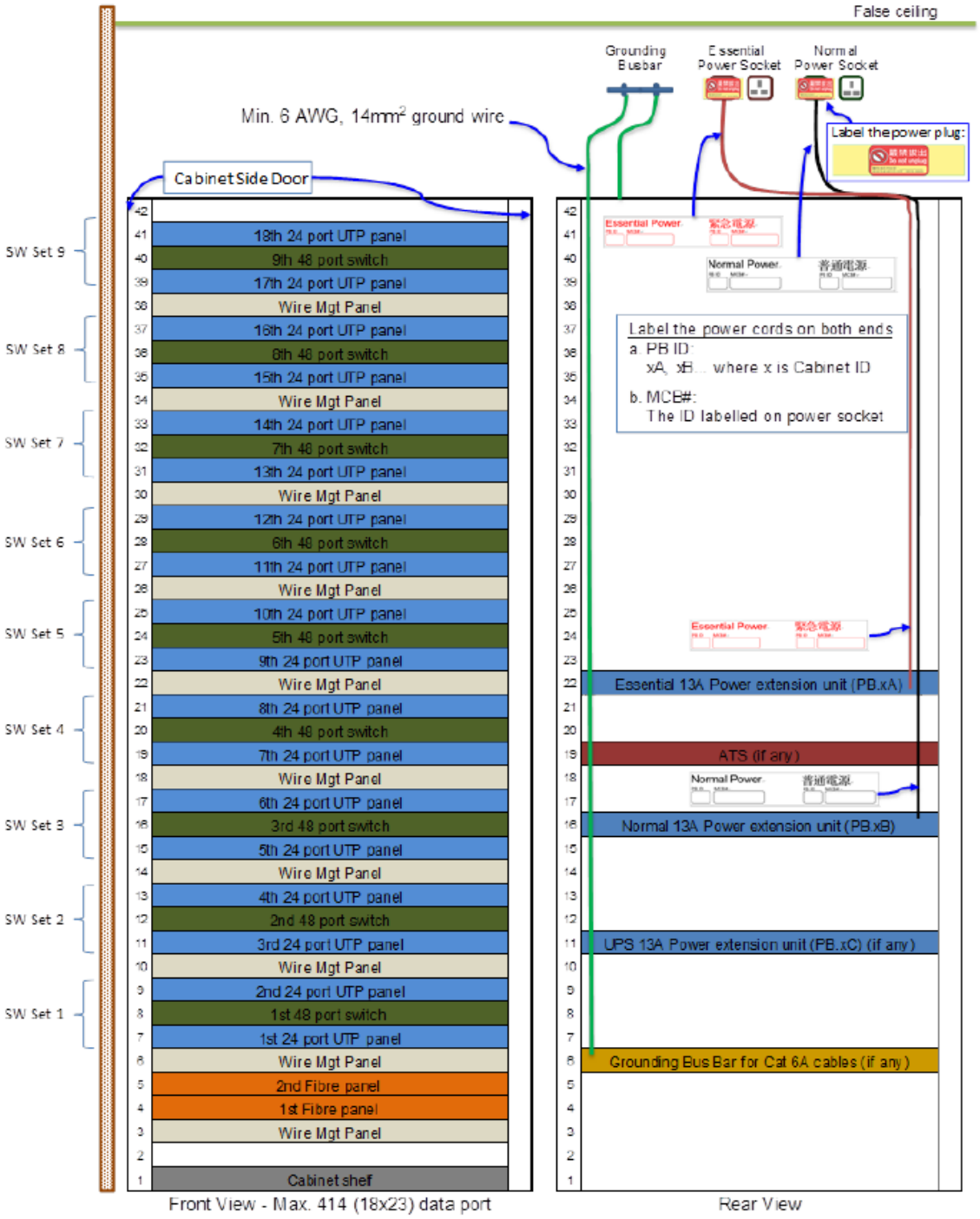
External Network Data port: Yellow label



8.5 Floor Closet Setup

a. Floor-stand cabinet:

Cabinet space assignment:



Person Authorized to Sign Tender

Name of Tenderer : _____

Name : _____

Authorized Signature : _____

Tenderer's Chop : _____

Position Held : _____

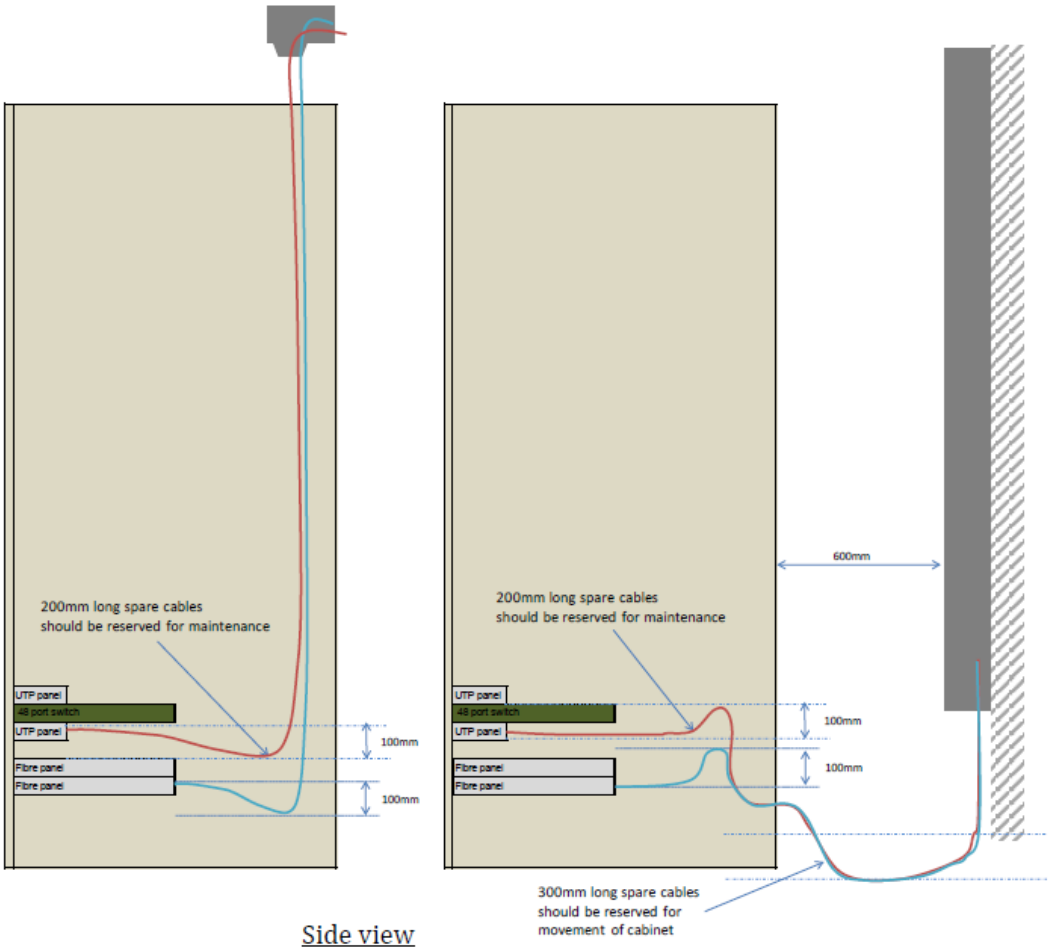
E-mail Address : _____

Date: _____

Tel. No: _____

Fax No.:_____

Termination of network cables for floor-stand cabinet:



Side view

9. External Network Setup by Vendor

For Vendor External Network with interface to HA (Level 1) and Vendor Standalone External Network without interface to HA (Level 2), External Network Vendor shall follow below guidelines to setup the External Network:

9.1 Shall setup the Local Area Network (LAN) of Vendor External Network (Level 1) and (Level 2) regarding the roles and responsibilities in section 6.

9.2 Horizontal cabling for Vendor External Network (Level 1) and (Level 2):

a. Recognized cables:

Two types of cables are recommended for use in the horizontal cabling system in HA network, as designated by HA:

- Four-pair 100-ohm foiled/unshielded twisted-pair (F/UTP). Cat.6a cable or;

- Four-pair 100-ohm unshielded twisted-pair (UTP). Cat.6 cable;

Recognized cables, associated connecting hardware, jumpers, patch cords, equipment cords, and work area cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.2.

b. Most of hospitals have been adopted Cat. 6 cable that the External Network Vendor shall use Cat.6 cable by default.

c. The External Network Vendor shall install Cat.6a cabling standard in those hospital buildings that Cat.6a cabling systems are installed. (Please refer to Appendix A for the list of new hospital or building).

d. The type of horizontal cabling to be adopted is subject to the confirmation by HA.

9.3 For Vendor External Network (Level 1) setup, the backbone cables (Two orange long dash dotted lines from Building closets to HA Floor closet and one orange long dash dotted lines from vendor cabinet to HA Floor closet) and GBICs at Building closets (the red dots at Primary & Secondary Building L3 switches of HA Network) in the diagram of section 5 "External Network Architecture" shall be installed by HA.

9.4 Backbone cable of Vendor External Network (Level 1) to HA Network:

a. Backbone cabling consists of the backbone cables, intermediate and main cross-connects mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection. Backbone cabling also includes cabling between buildings;

b. Recognized cables:

Below type of cable is recognized and recommended for use in the backbone cabling system in HA network:

- 9/125 µm OS2 single mode optical fiber.

Recognized cables, associated connecting hardware, patch cords and equipment cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.3.

9.5 HA shall arrange HA Authorized Cabling Contractor to install these backbone cablings and HA Equipment Vendor to install the GBICs at Building closets.

9.6 External Network Vendor shall install the GBICs in the switch at vendor cabinet.

9.7 At least one L2 switch or with resilient when HA requires and shall cater for different auto network failover and recovery scenarios.

9.8 The External Network Vendor shall coordinate with hospital end user to install floor-standing cabinet for accommodation of network and cabling equipment. Detail of floor-standing cabinet could be referred to section 8.5 "Floor closet setup".

9.9 All network connections and corresponding network diagrams shall be well documented.

10. L2 Switch Specification Requirements

10.1 For Vendor External Network with interface to HA (Level 1) setup, External Network Vendor is required to supply, deliver, install and maintain the Layer-2 Ethernet switch and related hardware, software and services to support the network requirements of the External Network.

10.2 The configuration of the proposed switch shall support:

10.2.1 24 numbers or above of wire-speed full duplex auto-sensing 100/1000Baase-T Ethernet ports plus at least 4 numbers of wire-speed full duplex auto-sensing pluggable transceiver Ethernet ports support 1Gbps and 10Gbps;

10.2.2 Shall support bridging and at least 16,000 MAC address table size;

10.2.3 Shall provide Layer-2 switching capacity of at least 64Gbps bandwidth in full duplex (that is, 128Gbps bandwidth for transmit and receive simultaneously);

10.2.4 Shall support Resilience link assigned to any pair of ports without using Spanning Tree Protocol (STP). Only one link is in transmission mode and the other one is in standby/backup mode;

10.2.5 Shall support Link Aggregation Control Protocol (LACP);

10.2.6 Shall support IEEE 802.1Q VLANs. The VLANS shall be grouped by ports within a single switch;

10.2.7 All ports shall be able to be assigned to both tagged and untagged VLANs at the same time;

10.2.8 Shall support packet classification and filtering by user-defined criteria based on TCP/UDP ports and/or Source/Destination IP addresses without Layer-3 routing protocol enabled;

10.2.9 Shall support IPv4 and IPv6 protocols;

10.2.10 Shall support IGMP V1/v2 and Snooping;

10.2.11 Shall support RFC 2138 RADIUS Authentication;

10.2.12 Shall support RFC 2139 RADIUS Accounting;

10.2.13 Shall support the authentication through the RADIUS. At least two RADIUS servers (Primary and Backup/Secondary) can be defined;

10.2.14 Shall support NTP or SNTP with at least two time servers;

10.2.15 Shall support IEEE802,1x EAP Authentication;

10.2.16 Shall support 802.1x MAC-based mechanisms network login;

10.2.17 Shall support syslog remote logging to at least two servers;

10.2.18 Shall support the following network management features:

10.2.19 local and remote management including but not limited to changing configuration, upload/download configuration files to management server, download firmware from management server, resetting switch port and reboot with following connectivity:

(i) at least one out-of-band 100-BaseT or 1000-BaseT management port for remote management over SSHv2 (RFC4251 and associated RFCs);

(ii) REST based or equivalent API for remote management;

(iii) Console port for local management.

10.2.20 Mirror port for attachment of network analyzer;

10.2.21 SNMP V2c/V3 and RFC1213 MIBII;

10.2.22 Shall support Access Control Lists (ACLs);

10.2.23 Shall support not be greater than 1U (45mm);

10.2.24 Shall come with power cord meeting the following specifications subject to HA instruction:

(i) 2 meter IEC320 C14 to IEC320 C13 or IEC320 C15 (10A / 15A rating, straight / L-Shape as per request) power cord with both side lockable; or

(ii) 2 meter BS1363 plug to IEC320 C13 or IEC320 C15 lockable connector (10A / 15A rating, straight / L-Shape as per request) power cord.

10.2.25 Shall support dual hot-swappable power supply;

10.2.26 The depth of the Layer-2 switch shall not be greater than 420mm; and

10.2.27 To ensure the compatibility with HA network, the vendor L2 switch shall compatible with the following HA network switch at Building including but not limited to:

(i) Cisco Nexus Series Layer-3 switches;

(ii) Extreme Networks Layer-3 switches; and

(iii) Huawei CloudEngine Layer-3 switches.

11. L2 Switch Configuration

11.1 For Vendor External Network with interface to HA (Level 1) setup, Vendor is required to configuration the Layer-2 Ethernet switch to support the network requirements of the External Network.

11.2 The L2 switch shall have two 1000BASE-LX SFP uplink port such as:

a. Port 51 is Primary uplink to Primary Building Switch in HA Network.

b. Port 52 is Resilience uplink to Secondary Building Switch in HA Network.

11.3 The switch port status shall be shutdown if NO connection. The switch is required to be enabled when the Vendor system / equipment to be connected to the switch.

11.4 VLANs are required to be created for Vendor system / equipment in configuration:

a. VLAN ID to be provided by Hospital Authority when project to be implemented.

11.5 For switch port of Primary uplink and Resilience uplink such as:

a. The port status of Port 51 (Primary uplink) is required to be enabled. The port mode is “mode trunk”. Backup port is Port 52 (Resilience uplink).

b. The port status of Port 52 (Resilience uplink) is required to be enabled. The port mode is "mode trunk". No backup port is needed.

11.6 For other configuration of switch port such as 1 to 48, Port mode is "mode access". Port security shall be enabled. Port security violation mode to be restricted. Port logging to be enabled. No MDIX is required.

11.7 The network switches shall connect to the end device directly.

11.8 No daisy-chaining or cascading of network switches are allowed.

11.9 Additional configuration according to HA request.

Below is the Cisco Catalyst L2 switch basic configuration. The proposed L2 switch shall implement the same or equivalent feature / status and shall be fully compatible with the existing HA environment:

Switch Port	Feature / Status	Switch Configuration
Port 1 - 48	Port Status	shutdown (refer to 11.3)
	Port Mode	mode access
	Port VLAN ID	VLAN xxx (refer to 11.4)
	Port security	Enable
	Port security violation mode	restrict
	Port logging	disable
	MDIX	No
Port 51 (Primary Uplink)	Port Status	no shutdown
	Port Mode	mode trunk
	Active Port	rep segment xxx edge no-neighbor primary
Port 52 (Resilience Uplink)	Port Status	no shutdown
	Port Mode	mode trunk
	Backup Port	rep segment xxx edge no-neighbor preferred

12. Checklist

12.1 External Network Vendor shall submit the "Cabling System and Network Setup Checklist" with respective to the requirements stipulated in this guideline for record purpose. (Please refer to Appendix B for the sample checklist)

12.2 The completed "Cabling System and Network Setup Checklist" shall return to Head Office Information Technology (HOIT) by email to "n5.extnet@ha.org.hk" within 3 months after the installation / network setup.

12.3 For any general enquiries relating to Cabling System and Network Setup, please contact HOIT by email to "n5.extnet@ha.org.hk".

Appendix A: List of Hospital Adopting Cat. 6a cable

List of new hospital buildings installed with Cat.6a cabling systems

No.	Hospital Name
1	H K Red Cross Blood Transfusion Service (BTS) - New Annex Building
2	Haven of Hope Hospital (HHH) - Trinity Block
3	Hong Kong Children's Hospital (HKCH) – all blocks
4	Multi-service Centre (MSC) – all blocks
5	Shatin Hospital (SH) - Block D
6	Tune Mun Hospital (TMH) – OT Block Extension
7	Kwong Wah Hospital – New Block

Appendix B: Cabling System and Network Setup Checklist

Hospital: _____ Name of External Network: _____
Location: _____ IP Subnet: _____
Reviewer: _____ Post Reviewer: _____
Date: _____

Cabling System and Network Setup Checklist

No.	Description	(Y/N)	Remark
A	**Cabling System**		
A1	All cables passed with soft copy of test report submitted		
A2	All cables for use in the horizontal cabling system are: - Four-pair 100-ohm unshielded twisted-pair (UTP). Cat.6 cable or; - Four-pair 100-ohm foiled/unshielded twisted-pair (F/UTP). Cat.6a for using in new building / hospital		
A3	All cables, associated connecting hardware, jumpers, patch cords, equipment cords, and work area cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.2		
A4	The data ports for 100-ohm UTP cable shall meet the requirements of ANSI/TIA/EIA-568-B.2 and T568B wiring scheme shall be used for termination of copper cabling system		
A5	Patch cords used in the work area shall meet or exceed the performance requirements in ANSI/TIA/EIA-568-B.2		
A6	All fiber cables, associated connecting hardware, jumpers, patch cords, equipment cords shall meet all applicable requirements specified in ANSI/TIA/EIA-568-B.3		
A7	Follow HA standards in the labelling of data ports		
A8	Follow HA standards to install floor-stand cabinet and cabinet space assignment		
B	**Network Switch**		
B1	Provide the brand and model of the network switch: _____		
B2	Provide the configuration of the network switch		
B3	The network switch port shall be shutdown if NO connection		
B4	There is no daisy-chaining or cascading of network switches		
B5	The network switch port to connect end device shall enable with port security and port security violation mode restrict.		
B6	All network connections and corresponding network diagram shall be well documented		
B7	Drill test shall be performed regularly to ensure the entire application / system and network failover is working as expected		
C	**Network Switch Interface to HA Network**		
C1	The network switch shall have two uplink ports connect to Primary and Secondary building switches in HA Network respectively		
C2	The uplink ports shall have two 1000BASE-LX Small form-factor pluggable (SFP) transceiver		
C3	The resilience link assigned to any pair of uplink ports without using spanning tree protocol (STP) and only one link is in transmission mode and the other one is in standby/backup mode		

Person Authorized to Sign Tender

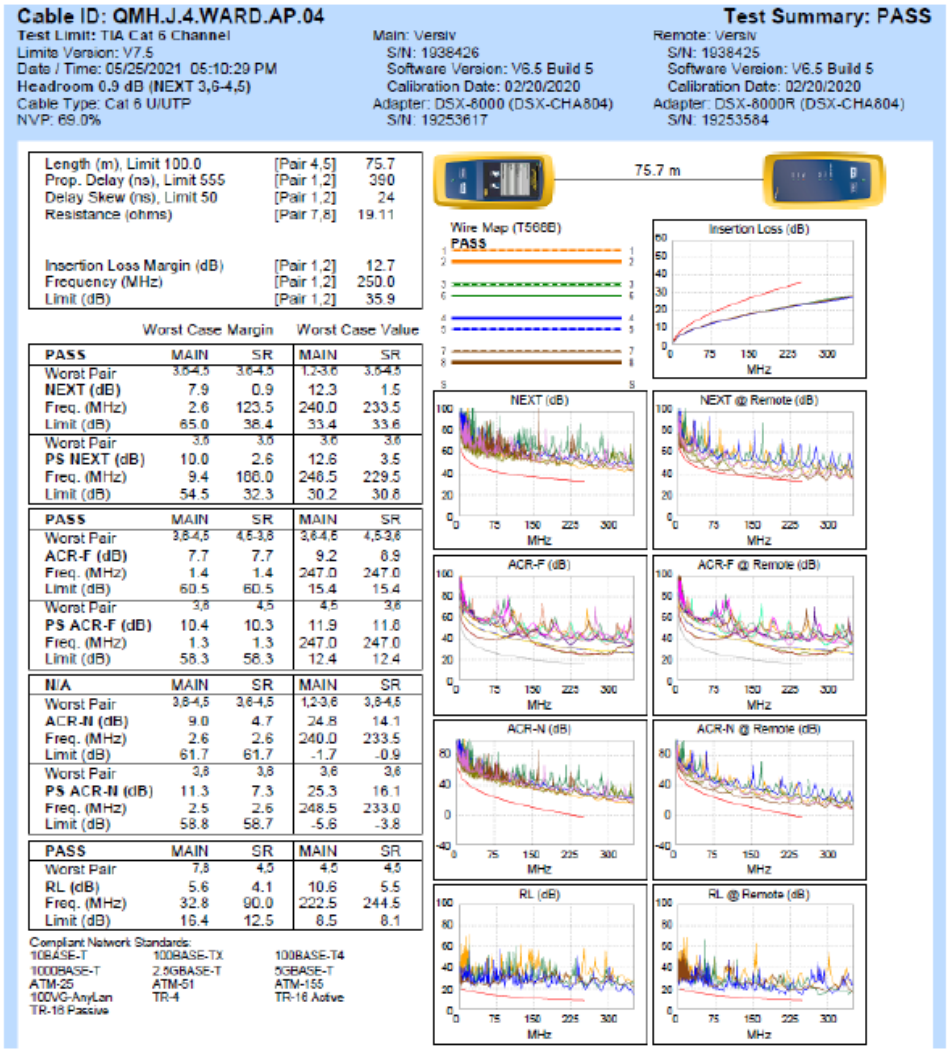
Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

C4	The port mode has been configured as "mode trunk" in the primary and resilience uplinks of the network switch		
C5	The VLAN ID provided by HA has been created in the network switch		

"Passed" Cabling Test Report Sample



Cable ID: QMH.J.4.WARD.AP.04 — **Test Summary: PASS**

Test Limit: TIA Cat 6 Channel
Limits Version: V7.5
Date / Time: 05/25/2021 05:10:29 PM
Headroom 0.9 dB (NEXT 3,6-4,5)
Cable Type: Cat 6 U/UTP
NVP: 69.0%

Main: Versiv
S/N: 1938426
Software Version: V6.5 Build 5
Calibration Date: 02/20/2020
Adapter: DSX-6000 (DSX-CHA604)
S/N: 19253617

Remote: Versiv
S/N: 1938425
Software Version: V6.5 Build 5
Calibration Date: 02/20/2020
Adapter: DSX-6000R (DSX-CHA604)
S/N: 19253584

Length (m), Limit 100.0	[Pair 4,5]	75.7
Prop. Delay (ns), Limit 555	[Pair 1,2]	390
Delay Skew (ns), Limit 50	[Pair 1,2]	24
Resistance (ohms)	[Pair 7,8]	19.11
Insertion Loss Margin (dB)	[Pair 1,2]	12.7
Frequency (MHz)	[Pair 1,2]	250.0
Limit (dB)	[Pair 1,2]	35.9

PASS	Worst Case Margin MAIN	Worst Case Margin SR	Worst Case Value MAIN	Worst Case Value SR
Worst Pair	3,6-4,5	3,6-4,5	1,2-3,6	3,6-4,5
NEXT (dB)	7.9	0.9	12.3	1.5
Freq. (MHz)	2.6	123.5	240.0	233.5
Limit (dB)	65.0	38.4	33.4	33.6
Worst Pair	3,6	3,6	3,6	3,6
PS NEXT (dB)	10.0	2.6	12.6	3.5
Freq. (MHz)	9.4	166.0	246.5	229.5
Limit (dB)	54.5	32.3	30.2	30.6

PASS	MAIN	SR	MAIN	SR
Worst Pair	3,6-4,5	4,5-3,6	3,6-4,5	4,5-3,6
ACR-F (dB)	7.7	7.7	9.2	6.9
Freq. (MHz)	1.4	1.4	247.0	247.0
Limit (dB)	60.5	60.5	15.4	15.4
Worst Pair	3,6	4,5	4,5	3,6
PS ACR-F (dB)	10.4	10.3	11.9	11.8
Freq. (MHz)	1.3	1.3	247.0	247.0
Limit (dB)	58.3	58.3	12.4	12.4

N/A	MAIN	SR	MAIN	SR
Worst Pair	3,6-4,5	3,6-4,5	1,2-3,6	3,6-4,5
ACR-N (dB)	9.0	4.7	24.8	14.1
Freq. (MHz)	2.6	2.6	240.0	233.5
Limit (dB)	61.7	61.7	-1.7	-0.9
Worst Pair	3,6	3,6	3,6	3,6
PS ACR-N (dB)	11.3	7.3	25.3	16.1
Freq. (MHz)	2.5	2.6	248.5	233.0
Limit (dB)	58.8	58.7	-5.6	-3.8

PASS	MAIN	SR	MAIN	SR
Worst Pair	7,8	4,5	4,5	4,5
RL (dB)	5.6	4.1	10.6	5.5
Freq. (MHz)	32.8	90.0	222.5	244.5
Limit (dB)	16.4	12.5	8.5	8.1

Compliant Network Standards:
10BASE-T, 100BASE-TX, 100BASE-T4, 1000BASE-T, 2.5GBASE-T, 5GBASE-T, ATM-25, ATM-51, ATM-155, 100VG-AnyLan, TR-4, TR-16 Active, TR-16 Passive

75.7 m

Wire Map (T568B) PASS

Insertion Loss (dB)

NEXT (dB)

NEXT @ Remote (dB)

ACR-F (dB)

ACR-F @ Remote (dB)

ACR-N (dB)

ACR-N @ Remote (dB)

RL (dB)

RL @ Remote (dB)

To be put in Price Proposal

Schedule A (Price)
Section A - Price of the Basic Machine

Item No.	Description	Estimated Quantity	Brand	Model	F.I.S./Hong Kong Price Including Installation		Delivery Lead Time
					Unit Price (HK$)	Total Amount (HK$)	
1	Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority	1 Set					

Notes:
a) The unit price should comprise only the standard items in the basic machine. All prices of optional items must be quoted separately and submitted in the Price Proposal.
b) The product details (excluding any pricing information) of the standard items in the basic machine must be provided clearly in a separate sheet and be submitted in the Technical Proposal.
c) Tenderer is required to provide cost breakdown for different components of respective items.

Delivery Location : Department of Pathology, 16/F, Block S, Princess Margaret Hospital

Requested Date of Delivery: Within 3 months from the date of order confirmation, with the confirmation by the Hospital

Date of Completion of Installation: Tentative 4Q 2026 (exact installation date to be confirmed by hospital)

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

To be put in Price Proposal

Schedule A (Price)

Section B – Optional Consumables / Spare Parts and Accessories (for Each Unit of Basic Machine Quoted in Section A)

Item No.	Description	Brand	Model	Unit of Measure	Equipment Specific (Y/N)	F.I.S./Hong Kong Price Including Installation Unit Price (HK$)	Delivery Lead Time
1							
2							
3							
4							

Notes:
1. All other essential proprietary consumables / spare parts / accessories must be included.
2. Itemized price list for the other consumables / spare parts and special tools / test equipment should be quoted.
3. Please use separate sheet if insufficient space.

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

To be put in Price Proposal

Schedule A (Price)
Section C (Price of Post Warranty Maintenance Services)

The annual post warranty maintenance services costs of the products for the first fourteen years commencing from the expiry of the Warranty Period **for the Basic Machine as stipulated in Section A of Schedule A**:-

(i) All-inclusive comprehensive post warranty maintenance services costs inclusive of charges for labour, regular calibrations, preventive maintenance (PM), corrective maintenance (CM) and all spare parts:-

No. of Preventive Maintenance (annually)	**Services Costs Per Unit Per Annum (HK$) (Commencing from the Expiry of the Warranty Period)**														
	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year	10th year	11th year	12th year	13th year	14th year	15th year
With 1 time of PM	Free Warranty Period														
Response time to fault report to carry out CM : within 4 normal working hours.															

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

To be put in Price Proposal

(ii) Post warranty maintenance services costs inclusive of charges for labour, regular calibrations, preventive maintenance (PM), corrective maintenance (CM) and *minor parts/components:-

No. of Preventive Maintenance (annually)	**Services Costs Per Unit Per Annum (HK$) (Commencing from the Expiry of the Warranty Period)**														
	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year	10th year	11th year	12th year	13th year	14th year	15th year
With 1 time of PM	Free Warranty Period														
Response time to fault report to carry out CM : within 4 normal working hours.															

* Minor parts/components costing not more than HK$100.00. Details are attached.

(iii) Corrective maintenance service for calls outside normal working hours shall be scheduled upon mutual agreement between users and the tenderer. Tenderers shall provide the labour service charge list for reference.

Rate per hour (HK$):	
Minimum service hour per call:	

Remarks:-

1. **Pursuant to Part I Terms of Tender (Supplement) Clause 20, the Authority will adopt Net Present Value Analysis in calculation of the Total Life Cycle Cost.**
2. **Post Warranty Maintenance Cost offered in percentage will not be considered.**
3. **Annual adjustments with reference to the percentage change in the Consumer Price Index published in the Hong Kong Monthly Digest of Statistics or other basis will not be considered.**
4. **The Authority may at its option enter into the post warranty maintenance services contract with the Tenderer for the duration at the Authority's discretion.**

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Schedule B
(Schedule of Compliance)

Tenderers shall provide without any omission the following information in respect of their offer.

1. Statement of Compliance

I/we provide point-by-point comparison between the Tender Specifications and the specifications of the offered product in the space provided in the Tender Specifications. The comparison and full details of any deviations shall be provided in separate sheets to be attached to this 'Schedule of Compliance'.

2. Validity Period

Our/My offer remain valid for a period of 180 days from the closing date of this Tender.

3. Particulars of Offer

(a) Country of Origin: _____
(Substantial place of manufacture of goods)

(b) Name and Address of Manufacturer:

[Name] _____

[Address] _____

(c) Name and Address of Manufacturing facility/site of offered goods [if different from 3(b)]:

[Name] _____

[Address] _____

(d) Relationship between Tenderer and Manufacturer: _____

(e) Reference Clinical Installation Site: _____

(f) Date of Product Launch / Country: _____

(g) Details of Offer (Tenderers are required to complete the following table to provide information on the offer.)

# Item No.	Description	HA Item Code	Brand	Model	Packing
1	Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority				

Corresponding to the item no. tabulated in Section A of Schedule A (Price).

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

4. Listing under the Medical Device Administrative Control System

I/We confirm that:

(a) The following medical device(s) under offer is/are already listed under the MDACS with the following details:-

Medical device under offer (Manufacturer, Brand and Model)	Listing number issued by the DH	Validity of the MDACS certificate		Device Description under MDACS
		(From)	(To)	

(b) The following medical device(s) under offer **has/have been** submitted to the Medical Device Division (MDD) under DH for listing under the MDACS on the following date(s):-

Medical device under offer (Manufacturer, Brand and Model)	Actual date of submission to DH	Application reference number and Issue Date provided by DH (for submitted device only)

I/We also confirm that the information and supporting documents provided under the "Checklist for Medical Devices to be Listed under MDACS" in the Appendix I to this Schedule B are accurate and not misleading.

(c) The following medical device(s) under offer **will be** submitted to the Medical Device Division (MDD) under DH for listing under the MDACS by the following date(s):-

Medical device under offer (Manufacturer, Brand and Model)	Planned date of submission to DH (a date not later than 6 months after contract commencement)

I/We also confirm that the information and supporting documents provided under the attached "Checklist for Medical Devices to be Listed under MDACS" in the Appendix I to this Schedule B are accurate and not misleading.

Person Authorized to Sign Tender

Name of Tenderer : _____

Name : _____

Authorized Signature : _____

Tenderer's Chop : _____

Position Held : _____

E-mail Address : _____

Date: _____

Tel. No: _____

Fax No.:_____

(d) The following medical device(s) under offer are not applicable MDs according to the classification rules of MDs under MDACS or are otherwise not subject to listing under the MDACS. The reasons are provided below and the relevant supporting documents are attached:

Medical device under offer (Manufacturer, Brand and Model)	Reason(s) of MDACS Listing being inapplicable (with supporting documents) (For example: Class I of general MDs or Class A in-vitro diagnostic MDs according to the classification rules of MDs under MDACS)

(e) I/We agree to comply with all statutory requirements within the prescribed period under the legislation should the statutory control of medical devices take effect and will demonstrate to the Authority my / our compliance with the statutory requirements upon request by the Authority.

Person Authorized to Sign Tender

Name of Tenderer : _____

Name : _____

Authorized Signature : _____

Tenderer's Chop : _____

Position Held : _____

E-mail Address : _____

Date: _____

Tel. No: _____

Fax No.:_____

Appendix I of Schedule B

Checklist for Medical Devices to be Listed under MDACS

(Note to Tenderers: Please complete this part if the offered product(s) fall within Clause 4(b) or (c) of Schedule B (Schedule of Compliance). The information provided by successful Tenderer(s) in this part will be passed to MDD under DH for reference. Tenderers shall note that HA does not play any part in the MDACS listing application process and any onward transmission of these documents to DH does not imply any endorsement of the content of these information and supporting documents by HA. In order to initiate and complete the application process for MDACS listing, Tenderers are required to make formal application and submission of the required supporting documents with/to DH direct.)

Pursuant to Clause 4 of Schedule B (Schedule of Compliance), I/we confirm that my/our medical device(s) under offer which has/ have been or will be submitted to the MDD under DH and submit the attached supporting documents in this connection:-

The confirmation below is applicable to Tender **Item number 1** quoted in Section A of Schedule A (Price). Separate new sheet(s) is/are added for other items, if required or different manufacturers for same item description, if applicable.

Tender Reference	KWC/P/032-26
Tender Subject	Tender for the Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority
Manufacturer of Tender items	
Application Reference No. provided by DH (if available)	

Compliance ***(Please insert Comply / Not Comply / N/A)***	**Supporting Document Submitted**	**Please indicate the Page No. of information provided**	**Checklist Item No.**	**Information / Document**	**Explanatory Notes**
( )	( )		1.1	Quality Management System certificate	Established Quality Management System (e.g. ISO 13485, GB/T 42061) for the Manufacturer.
( )	( )		1.2	Provision of accessories or consumables (if applicable)	Information tabulated, or in equivalent format, describing available accessories or consumables compatible to the medical device.
( )	( )		1.3	Provision of Maintenance Services (if applicable)	Information tabulated, or in equivalent format, describing concerned services provided by the supplier, the Local Responsible Person (LRP), or available in Hong Kong.
( )	( )		2.1	Brand, model and product code	Product identifier of the medical device
( )	( )		2.2	Intended use	The specific claim made by the Manufacturer about the designated way of use and intended outcome of using the device.

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

Compliance ***(Please insert Comply / Not Comply / N/A)***	**Supporting Document Submitted**	**Please indicate the Page No. of information provided**	**Checklist Item No.**	**Information / Document**	**Explanatory Notes**
( )	( )		2.3	Sterility (if applicable)	Information stating the device is supplied sterile or can be re-sterilized.
( )	( )		2.4	Instructions for Use	The instructions for use, also known as user manual, in paper form or other style that is supplied with the medical device to inform user of the device's proper use and precaution to be taken.
( )	( )		2.5	Package labeling	Package labeling indicating necessary information, e.g. contact, warning signs, sterility, etc. to provide a clear overview and identification of device.
( )	( )		2.6	Risk analysis report/summary (if applicable)	Report or summary in the format of Failure Modes and Effects Analysis (FMEA), Fault Tree Analysis, etc. to assess and mitigate foreseeable risk. The clinical benefit shall outweigh the residual risk to be satisfactory.
( )	( )		2.7	Technical report (if applicable)	Technical assessment reports or certificates usually in engineering sense about tests and verifications conducted to demonstrate the Safety, Quality and Performance of the Device, e.g. laboratory certificate of IEC60601-1: Safety requirements for medical electrical systems
( )	( )		2.8	Availability of Marketing approval	Marketing approval from jurisdictions outside Hong Kong, such as Mainland China (approval from National Medical Products Administration), member countries of European Union that have implemented relevant EU directives or regulations, United States of America (approval from U.S. Food and Drug Administration), etc.

( ) Please tick "√" or insert "N/A" where appropriate N/A = Not Applicable

5. Payment Discounts

I/We provide below the discount that I/we will allow on the tendered price(s) if payment for each consignment is made in full within:

(a) 14 days from date of receipt of invoice or from date of acceptance of goods, whichever is the later : _____ % discount.

(b) 15 to 21 days from date of receipt of invoice or from date of acceptance of goods, whichever is the later : _____ % discount.

Acceptance of Goods shall be construed within the meaning of Clause 5 of the General Conditions of Contract.

N.B.: Tenderers are requested to insert the word 'NIL' in the spaces provided above if no payment discount is offered.

6. Life Expectancy

( ) The offered product(s) is/are expected to have a normal life span of **15** years.

( ) The offered product(s) is/are expected to have a normal life span of _____ years.

[Please put a tick in ( ) and/or fill in the _____ as appropriate]

7. Safety Requirements

( ) Comply with IEC60601 Type CF

( ) Comply with IEC60601 Type BF

( ) Comply with IEC60601 Type B

( ) Comply with IEC61010

( ) Comply with _____

( ) Deviations : _____

8. Electromagnetic Compatibility (EMC) Requirements

( ) Comply with IEC60601-1-2

( ) Comply with IEC61326-1

( ) Deviations :_____

Person Authorized to Sign Tender

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

9. Environmental Requirements

( ) Comply with requirements as stipulated in the Special Conditions of Contract.
(a) Temperature 10ºC - 35ºC
(b) Relative Humidity 30% - 85%

( ) Deviations : _____

10. Electrical, compressed air and/or oxygen supply requirements for proper operation of equipment offered. Power plug provided for equipment shall meet the appropriate BS or other equivalent standard e.g. BS 1363 for 13A plug.

( ) 13 Ampere, 220V ± 6% 50Hz ± 2%, single-phase A.C. electrical supply.

( ) _____ Ampere, 380V ± 6% 50Hz ± 2%, three-phase A.C. electrical supply.

( ) 35 - 45 litre/min, 350 - 450 kPa medical compressed air supply.

( ) 350 - 400 kPa oxygen supply.

( ) Deviations : _____

11. Other Requirements for proper operation of equipment offered, such as water supply, gas supply, drainage, exhaust, air-conditioning, air filtration, floor loading, etc.

( ) Nil

( ) Please specify below

_____

12. Delivery and Installation

( ) Provision of equipment delivery, on-site testing and commissioning with appropriate calibrated tools at no additional cost.

( ) Quotation for delivery of equipment, on-site testing and commissioning attached.

13. Documentation (either in English or Chinese)

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

- Confirm delivery of at least 1 set of hardcopy and 1 set of softcopy of documents together with the delivery of each equipment.

i) Validity of Documents

( ) Confirm documents are of the latest version.

( ) There are other time-limited validity deviations: _____

Person Authorized to Sign Tender

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

14. Mounted Equipment (Installation and Maintenance Services)

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

( ) Not applicable

15. Warranty and Maintenance Services

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

(a) Warranty Period

_____ months from date of acceptance of Goods
(a minimum of _**12**_ months are required as mentioned in the specifications)

(b) Warranty Party

Company Name : _____
Contact Person : _____
Contact Number : _____

Method of receiving HA EAM (Enterprise Asset Management) System work orders:
( ) E-mail : _____
( ) Fax : _____
( ) GS1 Hong Kong's Web-based EZ*TRADE or the Gateway Solution

(c) Maintenance Personnel

( ) Comply with requirements as stipulated in the Special Conditions of Contract. A list of English or Chinese full name of qualified maintenance personnel who provide Maintenance Services shall be provided. The qualification/ competency records/ certificates of service personnel shall be provided upon request.

(d) Preventive Maintenance (PM)

PM interval recommended by manufacturer: _____ months

Number of routine service (preventive maintenance) visits during the warranty period: _____ time(s) per year (minimum once per year). If applicable, the Contractor shall carry out electrical safety test on the equipment annually during the warranty period. The electrical safety standard shall be IEC 60601-1 / IEC 61010-1 / IEC 62353 or equivalent. Any variation to the specified standards shall be clearly stated in details: _____. The Contractor is required to submit consolidated corrective and preventive maintenance summary to the respective user, administration department in hospital.

(e) Corrective Maintenance (CM)

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

Response time to fault report to carry out corrective maintenance (CM) :
within _____ normal working hours

( ) Deviations: _____

(f) Post Warranty Maintenance Services

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

(g) Maintenance Record/ Service Reports

( ) Comply with requirements as stipulated in the Special Conditions of Contract.
- Confirm provision of service report and checklist for evaluation.

16. Necessary Service / Parts Replacement

The Contractor shall confirm whether regular replacement with interval of safety parts is necessary in accordance with manufacturer's recommendation or O&M manual until the end-of-support of the equipment as per manufacturer's advice. The information of safety parts with price shall be provided for hospital's evaluation and consideration. The Contractor shall list all Services that need to be regularly performed with interval as recommended by the manufacturer until the end-of-support of the equipment as per manufacturer's advice. Such items include, but not limited to, certification services, calibration services, O2 sensors, springs, PM kits, filters and batteries replacement, etc

( ) Nil

( ) Please specify below with details

_____

17. Accessories / Components

(a) I/We confirm that the tender price(s) quoted in Schedule A (Price) include all accessories / components which are essential to the normal operation of the product.

(b) Itemized price list for the optional accessories / components is attached in Section B of Schedule A (Price).

18. Consumables

I/We confirm that the consumables used on the product:-

( ) are equipment specific and quotation with itemized price is attached.

( ) are not equipment specific.

19. Spare Parts and Special Tools/Test Equipment

(a) I/We confirm that spare parts and special tools/test equipment for the product under this Tender will be available to cover full useful life of the product.

(b) Lead time for purchase of spare parts and special tools/test equipment from receipt of order to delivery : _____ days.

(c) Itemized price list for recommended spare parts and special tools/test equipment is attached.

20. Training

I/We confirm that the following training will be provided to Authority Representatives.

Operational Training:- ( ) Local briefing upon request.
( ) Formal local training, course outline attached.
( ) Formal overseas training, course outline and quotation attached.

Service Training:- ( ) Local training upon request, course outline given, and cost included.
( ) Formal overseas training (course outline attached).
( ) Formal overseas training, course outline given, and cost included in tender sum / quotation attached*.

(Please put a tick in ( ) and delete * as appropriate)

21. Contract Deposit

I/We am/are prepared to pay the Authority:

(a) before the commencement of the Contract or within 30 days from the date of the letter of acceptance whichever is the later, an amount equal to 2% of the total price of the Goods; and

(b) 30 days before the expiry of the Warranty Period, a further amount equal to 2% of the total post warranty maintenance services costs of the Goods for five years commencing from the expiry of the Warranty Period; and

(c) 30 days before the expiry of the fifth year post warranty maintenance period, a further amount equal to 2% of the total post warranty maintenance services costs of the Goods for nine years commencing from the expiry of the fifth year post warranty maintenance period,

according to Clause 36.1 of the Terms of Tender (Supplement) by:

( ) Cheque

( ) Banker's Guarantee (Name of Bank: _____)

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

22. Tenderer's Code of Conduct

Pursuant to Clause 38 of Part I Terms of Tender (Supplement) in relation to the prevention of bribery and the Tenderer's code of conduct, Tenderers are required to submit its code of conduct applicable to its staff. The "Sample Code of Conduct for NGO/ Private Sector" issued by the Independent Commission Against Corruption ("ICAC") is accessible through the HA website under "Tender Notice" below for Tenderer's reference:

http://www.ha.org.hk/visitor/ha_visitor_index.asp?Content_ID=2001&Lang=ENG&Dimension=100

23. Statutory Requirement/ Ordinances Concerning Product Safety

The Contractor shall engage appropriate authorized technical party for equipment examination at own cost and provide the certificate(s) of Test and Examination/ Results to hospital free of charge for fulfilment of statutory requirement.

I/We confirm that :-

(a) Licence(s) for the provision of the offered product:-
( ) is required under the Chapter _____ of Hong Kong Ordinance and a copy of which is attached.
( ) is not required.

(b) Test certificate/report for the provision of the offered product:-
( ) is required and a copy of which is attached.
( ) is required and a copy of which will be completed and submitted during acceptance of goods.
( ) is not required.

(c) The Authority * is required / is not required to maintain the licence(s) / test certificate(s) for the possession or use of the offered product.

24. Technology Substitution

( ) Comply with requirements as stipulated in the Special Conditions of Contract.

25. Type approval certificate from the Office of the Communications Authority (OFCA) or Industrial, Scientific and Medical Electronic Machine (ISMEM) Licence

( ) Comply with requirements as stipulated in the Special Conditions of Contract
( ) Type approval certificate is provided /ISMEM Licence is required
( ) Exempted from Licensing

( ) Not Applicable

Person Authorized to Sign Tender

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

26. Product Safety Issue

( ) Comply with requirements as stipulated in the Special Conditions of Contract

( ) Confirm the offered model is NOT currently affected by any outstanding/ incomplete/ unsettled product recall/ safety notice/ field safety notice issued by manufacturer or other regulatory bodies

( ) Currently affected.
Please specify below and provide details for hospital's evaluation and consideration. Failure to provide the requested information may render the tender invalid.

_____

27. Waste Electrical and Electronic Equipment (WEEE) / Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directives

( ) Comply with the WEEE / RoHS Directives on restriction of use of hazardous substances in electrical and electronic equipment

28. Minamata Convention on Mercury

( ) I/We confirm I/we have the intention to comply with the Minamata Convention on Mercury in the offered products.

29. Tenderer's Declaration on Delivery Date Offered

On the assumption that the Tender will be awarded within the Tender validity period, I / we declare that

* (a) the delivery requirement as specified in Schedule A (Price) can be complied with.

* (b) the specified delivery requirement cannot be complied with. An alternative delivery schedule is attached / provided below:

_____
(* Delete where inappropriate)

30. 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;

Person Authorized to Sign Tender

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

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

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

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

I/We expressly acknowledge and agree that, without prejudice to any other rights of the Authority, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, the Authority 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 Authority for such period as the Authority 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 Authority considers appropriate.

31. End-of-Support of Obsolete Versions of Microsoft Windows

(a) Microsoft Corporation has announced / will announce the end of support for its desktop Operating System Windows from time to time. Microsoft would no longer provide technical support and security patches for obsolete Windows versions.

I/We certified that I am/we are reminded that if the equipment or system provided to the Hospital Authority contains computers that are using obsolete / to be obsolete Windows versions, I/we have the responsibility to plan and take appropriate actions on the equipment or system to safeguard against the risks of Windows obsolescence, including to upgrade the computers to a latter Windows desktop Operating System version or implement necessary measures that could avoid the underlying support and security risks.

In order for the Authority to evaluate my/our Windows refreshment plan, the attached simple questionnaire is duly completed and returned together with the tender document by lodging to the HA Tender Box on or before the stipulated tender closing date/time.

(b) I certified that I shall/we will propose a security mitigation plan for the medical systems and ancillary components on offer if they are computer-based and end of support for their operating systems, such as Windows 7 or other obsolete versions, happens within the equipment lifespan. It can include upgrading the operating system to a later version, server hardening, blocking USB ports, etc., and provision of necessary Hardware and Software, where applicable for implementing the plan. The cost, if not separately quoted in this tender, will be considered covered in the tender price or in the comprehensive post warranty maintenance proposal.

Person Authorized to Sign Tender

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

Questionnaire
Windows Refreshment Plan for Equipment to be installed in HA

A. Tenderer's Information

1. Supplier Name: _____ Tender Ref.: _____
2. Supplier Contact Person: _____ Phone: _____ Email: _____

B. Equipment Information

3. Equipment model / Part #: _____ Type of Equipment: _____
4. Description of Equipment: _____

C. IT Component of the Equipment

5. Does it contain one or more computers? ☐Yes ☐No **(If no, no need to proceed with the questionnaire.)**
6. What type of computer is it? ☐Server ☐Desktop ☐Others (Please specify : _____)
7. Do the computers require connection to the HA network? ☐Yes ☐No
8. Do the computers store patient information? ☐Yes ☐No

   If yes, please specify the types of patient information: _____
9. What OS (Operating System) is running on the computers?

   ☐MS Windows ☐ UNIX ☐LINUX ☐Embedded ☐Others (Please specify : _____)

   Please specify the version of the OS above _____

D. Windows Refreshment Plan (No need to complete if the computer OS is not an obsolete / to be obsolete Windows version)

10. If the computer is running on obsolete / to be obsolete Windows version, do you have a plan to upgrade? ☐Yes ☐No
11. If yes, please indicate the estimated date of completion _____
12. If no, please specify the appropriate actions to avoid that you would take to avoid Windows obsolescence risks.

_____
_____
_____
_____
_____
_____
_____

The estimated date of completion _____

** If space is not enough, please attach additional sheets.

Person Authorized to Sign Tender

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

32. Personal Data (Privacy) (Amendment) Ordinance 2021

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 (Cap. 486 of the laws of Hong Kong) (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 held by it or him,

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

(c) I shall/We will take all practical steps and have in place and maintain appropriate security measures to prevent unauthorised 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.

33. Equipment Compliance Check

Tenderers shall provide a point by point comparison between the equipment specifications contained in the Tender Document and the specifications of the equipment being offered. The comparison and full details of any deviations shall be provided in separate sheets to be attached to this 'Schedule of Compliance'.

Person Authorized to Sign Tender

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

34. Licences / Certificates

Tenderers shall ensure that the equipment / systems offered meet all statutory / legislative / regulatory requirement in force in Hong Kong SAR and shall apply, on behalf of the Hospital if necessary, for those licences / certificates that are required for the ownership / operation of the offered product. The cost of the application for licences / certificates shall be borne by the Tenderers.

( ) Comply

( ) Please specify below the specific licence required.

_____

( ) Not Applicable

35. Compliance with Radiation Ordinance (Cap. 303 of the laws of Hong Kong)

I/We confirm that:-

( ) The offered product(s) contain(s) radioactive substances (RS).
( ) The offered product(s) do(es) not contain any radioactive substances (RS).

( ) The offered product(s) is an / are irradiating apparatus(es). (IA)
( ) The offered product(s) is not / are not irradiating apparatus(es). (IA)

If the offered product is IA or contains any RS, I/we confirm/commit to the following:-

( ) I/We have obtained the necessary licence from Radiation Board for selling the offered RS/IA product in Hong Kong, **or**

( ) I shall/We will obtain the necessary licence from Radiation Board for selling the offered RS/IA product in Hong Kong.

Tenderer is required to provide the information of the offered IA/RS product in below space (e.g. type, activity, etc.), if applicable :-

_____
_____

[Please refer to Hong Kong Radiation Ordinance (Cap. 303 of the laws of Hong Kong) for the definition of RS and IA]

36. Dangerous Goods Ordinance (Cap. 295 of the laws of Hong Kong)

I/We confirm that:-

( ) The offered product(s) is / are classified as dangerous goods under Dangerous Goods Ordinance (Cap. 295 of the laws of Hong Kong).

( ) The offered product(s) is not / are not classified as dangerous goods under Dangerous Goods Ordinance (Cap. 295 of the laws of Hong Kong).

Tenderer is required to provide the information of the offered dangerous goods in below space (e.g., respective item no. in this quotation exercise, United Nations Number (UN No.) etc.):-

_____

_____

37. National Security

(a) I/We confirm that, before I/We sign this undertaking, I/We have read and fully understand this undertaking, Clause 47 of the Terms of Tender (Supplement), and Clause 36 of the Special Conditions of Contract on "National Security".

(b) I/We, represent and warrant that I/We have not engaged, am/are not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.

(c) I/We shall indemnify and keep indemnified the Authority against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

Person Authorized to Sign Tender

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

Schedule C
Tenderer's Operational Experience and Capability

Tenderers shall complete the following information for the Authority's consideration.

1. Company Experience and Proven Track Record

   Tenderer shall provide details of relevant experience and proven track records in supplying Microscopes, Light, Laboratory, Fluorescence, Automatic in Hong Kong in the past 3 years as at the tender closing date. Tenderer is required to submit the supporting document(s) together with the offer submission for Tender evaluation.

Brand / Model	Name of Hospital	Year	Details (Please provide Purchase Order No. and attach a copy of Purchase Order)

2. Provision of comprehensive system installation proposal with timeline and manpower for evaluation:

   ☐ Yes, the proposal is enclosed / ☐ No

Stage	Key Activities	Duration	Date		No. of staff
			From	To	
	Site Preparation				
	Equipment / Hardware Delivery				
	Equipment / Hardware Installation				
	Acceptance Tests				
	Commissioning				
	Training				

   Completion Date: _____

   N.B. The above activities are only served as indicators. Tenderer is required to include all necessary activities in the Implementation Plan.

Person Authorized to Sign Tender

Name of Tenderer : _____ Name : _____ Authorized Signature : _____

Tenderer's Chop : _____ Position Held : _____ E-mail Address : _____

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

3. Provision of 24-hour hotline service support within warranty period:

   ☐ Yes: Hotline Number: _____ Contact Person: _____ / ☐ No

4. Willingness to provide spare parts and technical support to HA appointed third-party maintenance contractor when needed:

   ☐ Yes / ☐ No

5. Availability of maintenance personnel designated for the offered item(s):

Job Title	Name	Qualification	Experience	Supporting document, such as valid technical training certificate is attached (Y/N)
			years	
			years	
			years	
			years	

6. The Tenderer is the authorized agent by the manufacturer for handling product alerts, modification, recalls and adverse incident in Hong Kong for the offered item(s).

   ☐ Yes. The authorization letter from the manufacturer is attached.
   ☐ No

7. A Product Alert, Recall, Quality Issue system is in place:

   ☐ Yes, please describe the product alert system in place in respect of the Subject Matter.

   _____
   _____
   _____
   _____
   (Please attach separate pages if the space above is not enough)

   ☐ No

Person Authorized to Sign Tender

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

8. ESG Proposals

Tenderers shall provide relevant proposals to improve environmental protection, social responsibility or governance (ESG) for the Authority's consideration.

These measures may but need not be directly relevant to the products/services being procured, but which can bring about positive values/benefits to the Authority or public at large. Examples of such positive values or benefits may include the following and one ESG proposal may cover all or any one of them. Below are examples for illustration only, Tenderers are welcomed to provide any other ESG proposals.

(a) Environmental Protection (For example: Use of green materials/products, Reduction in energy consumption or promotes waste reduction in the execution of the contract etc.)

☐ Yes, please provide details of proposal(s) in the space below. / ☐ No

_____

_____

_____

_____

(Please attach separate pages if the space above is not enough)

(b) Social Responsibility (For example: Employment of people with disabilities and/or rehabilitated persons for the contract etc.)

☐ Yes, please provide details of proposal(s) in the space below. / ☐ No

_____

_____

_____

_____

(Please attach separate pages if the space above is not enough)

(c) Governance (For example: A dedicated department/team within the company to oversee ESG matters etc.)

☐ Yes, please provide details of proposal(s) in the space below. / ☐ No

_____

_____

_____

_____

(Please attach separate pages if the space above is not enough)

Person Authorized to Sign Tender

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

Schedule D

Declaration of Conflict of Interest By Tenderer

The Tenderer, hereby declares and represents that, having made all reasonable enquiries, either:-

(a) none of the Tenderer and the Related Persons (as defined below) have any known actual, apparent, potential or perceived conflicts of interest that will, or might, arise in respect of the Tender, the Tender submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer); or

(b) the Tenderer has in this Declaration declared all such actual, apparent, potential or perceived conflicts to the Authority.

The Tender represents that, having made all reasonable enquiries, the following represents all of its actual, apparent, potential or perceived conflicts of interest in respect of the Tender, the Tender submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer):-

(List any conflict details or state "Nil Conflicts")

The Tender undertakes to advise the Authority in writing and keep the Authority advised of any actual, apparent, potential or perceived conflict of interest which the Tenderer or any Related Persons may have in respect of the Tender, the Tender submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer) (including all or any facts which may reasonably be considered to give rise to conflict of interest) immediately upon becoming aware of the same.

"Related Persons" means:-

(a) the directors, employees, agents and sub-contractors of the Tenderer (and if the Tenderer is a partnership, any of the members/partners of that partnership) who are or will be involved in the Tender, the Tender submission, the provision of the Services or the performance of the obligations under the Contract (if awarded to the Tenderer); and

(b) any person or entity (i) which has control, directly or indirectly, over the Tenderer; (ii) which is controlled, directly or indirectly, by the Tenderer; or (iii) which is controlled by, or has controlled over, a person/entity referred to in paragraphs (i) or (ii). For the purposes of this Declaration, “control” means:

Person Authorized to Sign Tender

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

(aa) the possession by one person, directly or indirectly (through one or more intermediaries) of the power (whether holding office as director or otherwise) to affect, secure, direct and/or cause the direction of the management, affairs or policies of another person;

(bb) with respect to a corporation, partnership or other body corporate, such power in (aa) may be evidenced by (but is not limited to) that person: (i) holding shares or interests or possessing voting power in or in relation to that or any other person such as, but not limited to, the right to exercise, directly or indirectly, more than fifty percent (50%) of the other body corporate; and / or (ii) having powers conferred on that person by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not); and

(c) (i) any member of a partnership in which the Tenderer is a member or (ii) any company one or more of whose Directors is in common with one or more of the Directors of the Tenderer.

"Conflicts of interest" shall include (but are not limited to) (a) any situation where the personal, financial, commercial or other interest of the Tenderer or any of its Related Persons, conflict or compete, or may be expected to conflict or compete, with the Tenderer's duties to the Authority under the Contract; and (b) any situation where the Tenderer or any of its Related Persons may have any personal, financial, commercial or other interests in any potential service, advice, proposals or recommendations made or which may be made by the Tenderer under the Contract.

Special Conditions of Contract

1. Contract Period

This Tender will be concluded as a Contract with effect from the date as specified in letter of acceptance of offer: (i) for a period of twelve (12) months (for equipment only); and (ii) upon satisfactory completion of contractual obligation (for maintenance service only, if applicable).

2. Estimated Quantities

2.1 In addition to Clause 1 of General Conditions of Contract, the contract will be drawn up for the total contractual value so as to allow a mix if the contract is awarded with more than one item. The Contractor must be prepared to accept any increase or decrease by thirty percent (+/- 30%) of the total contractual value.

2.2 For the avoidance of doubt, the Authority shall not have any obligation under this Clause if this Contract is terminated by the Authority in accordance with the terms and conditions of the Contract.

3. Survey Expenses

Without prejudice to other rights or remedies of the Authority herein or at law, if there are any Defects in the Goods, the Contractor shall be responsible for any expenses incurred in employing a surveyor or any expert to establish the nature of the Defects.

4. Inspection or Examination

4.1 The Contractor shall upon request of the Authority permit Authority Representatives to inspect or examine warehouse(s) or distribution operation (such to include without limitation, logistics, manpower, facilities or transportation arrangements) in respect of the Goods.

4.2 The Contractor shall upon request of the Authority procure written permission from the manufacturer(s) of the Goods to permit Authority Representatives to inspect or examine the manufacturing facilities and process (including storage) in respect of the Goods.

4.3 The Contractor shall take or procure to be taken any reasonable action to rectify any reasonable concerns raised by the Authority following inspection or examination under this Clause. The Contractor shall also furnish the Authority with a report satisfactory to the Authority on the action taken, within such time frame as may reasonably be requested by the Authority.

5. Country of Origin

The Authority reserves the right to reject any delivery in the event that the Goods are manufactured in the country other than the one originally quoted.

6. Manufacturer

The Authority reserves the right to reject any delivery in the event that the Goods are manufactured by the manufacturer and in the manufacturing facility other than the one originally quoted.

7. Payment Correspondence

Invoice and correspondence concerning payment must be forwarded to the Hospital concerned after delivery. The Authority shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed.

8. Order Records

Contractors are required to maintain an updated report on the purchase order history. The report should be provided to the Authority on quarterly basis (every three months). Upon request of the Authority, unless otherwise specified, Contractors are required to provide the order history **NOT** more than 7 working days. The report shall include details such as order number, date, hospital name, ordering quantity and value, batch no. of product delivered, etc.

9. Equipment Requirements

9.1 Equipment offered shall comply with the safety requirements of IEC60601-1 / IEC61010-1 or equivalent.

9.2 Equipment offered shall comply with the electromagnetic compatibility (EMC) requirements of IEC 60601-1-2 / IEC 61326-1 or equivalent.

9.3 Equipment offered shall be suitable for use throughout the environmental ranges unless otherwise specified:

(a) Temperature 10ºC - 35ºC

(b) Relative Humidity 30% - 85% / _____ *

9.4 The equipment shall remain operational and within specifications throughout the voltage range of 220V ± 6%, 50Hz ± 2%, 1-phase A.C. electrical supply.

9.5 Single phase mains operated equipment shall be fitted with a power plug with strain relief or equivalent protection mechanism, suitable for the site condition. The plug shall comply with relevant standards e.g., BS1363 for 13A plug.

9.6 Where a 3-phase supply is required, Hospital Authority (HA) shall furnish a 4-wire earthed neutral power supply at 380V ± 6%, 50Hz ± 2%, A.C. The equipment shall remain operational and within specifications throughout the voltage range and specifications.

9.7 Other than items 9.4 and 9.6 above, any other special power supply requirements such as D.C. or stabilised supply shall be the responsibility of the Contractor.

9.8 The Contractor shall also provide details of other utilities and/or special conditions, which are required for the proper operations of the equipment such as water supply, gas supply, drainage, exhaust, air-conditioning, air filtration, floor loading, etc.

9.9 The Contractor shall submit the type approval certificate from the Office of the Communications Authority (OFCA), Hong Kong for the medical devices with radio frequency transmission not exempted from licensing, and assist the hospital to obtain Industrial Scientific and Medical Electronic Machine (ISMEM) licence before the medical devices are used.

For those medical devices exempted from licensing (with frequency band listed in Schedule 2 of Telecommunications (Telecommunications Apparatus) (Exemption from Licensing) Order (Cap. 106 sub. Leg. Z of the laws of Hong Kong)), the respective technical criteria as stated in the Order shall be complied with. The aforementioned medical devices include but are not limited to Bluetooth products, IEEE 802.11a, IEEE 802.11b/g and other wireless LAN products.

9.10 The Contractor shall declare whether the offered model subject to statutory requirement of testing and/or examination prior to use, including but **not** limited to Factories & Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations (Cap. 59J of the laws of Hong Kong), and Boiler & Pressure Vessel Ordinance (Cap. 56 of the laws of Hong Kong). The Contractor shall engage appropriate authorized technical party for equipment testing and/or examination at the Contractor's own cost, and provide the certificate(s) of Test and Examination/ Results to HA for inspection free of charge for fulfilment of statutory requirement.

9.11 The Contractor shall provide HA with the information on the equipment power dissipation, heating and any adverse effects to the environment as well as waste disposal procedures, if applicable, for consideration.

9.12 The Contractor shall supply HA with Medical Equipment with international directive of Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS), Waste Electrical and Electronic Equipment (WEEE), etc. in restriction and control of heavy metal contents, disposition and recyclable options wherever possible, for HA consideration. Detailed information, if any, shall be provided during tender submission.

10. Documentation

10.1 The Contractor shall submit the documents listed as below in form of at least one hardcopy and one softcopy upon delivery of each equipment. All photocopies shall be properly binded, stamped and certified as true copies of the original by the manufacturer. If the Contractor cannot provide softcopy of documents, the Contractor shall scan and provide the full documents as digital file (e.g. PDF file). The documents shall include, but not limited to, the latest version of (1) operation and maintenance (O&M) manual(s), in English or in Chinese complete with procedures of preventive maintenance (PM) and corrective maintenance (CM) and maintenance interval, (2) PM checklist(s) endorsed by equipment manufacturer (if PM is suggested by the manufacturer) and (3) installation manual/ method statement (if applicable) to user and hospital administration department.

10.2 The Contractor hereby consents to HA's disclosure to any third party whenever it considers appropriate or upon the request of such third party (written or otherwise) any of the aforesaid manuals, checklists, or method statements for the purpose of repairing and/or maintaining the Equipment. The Contractor hereby agrees that HA shall have the right to disclose to any third party whenever it considers appropriate or upon the request of such third party (written or otherwise) any of the aforesaid manuals, checklists, or method statements without first seeking the prior consent of the Contractor for the purpose of repairing and/or maintaining the Equipment.

10.3 Should any original equipment manufacturer products be included, the documents as specified in Clause 10.1 above shall also be provided.

10.4 The Contractor shall ensure that all documents provided under this paragraph are of the latest version and declare any time-limited validity. The Contractor shall have a mechanism/ procedure in place and followed for maintaining and following the up-to-date documents until the end-of-support of the equipment as per manufacturer's advice. Should there be any updated versions/supplements in respect of the documents already submitted under this paragraph or any new release of documents, the Contractor shall inform and supply an electronic copy of the same by email to the users, hospital administration department and Biomedical Engineering Services Section (BESS) within 10 calendar days upon the availability of such updates/supplements/new release. Hardcopy version shall be provided upon request without additional cost.

11. Certificate of Compliance

The Authority will not conduct acceptance tests unless and until it has received a certification from the manufacturer that the manufacturer has conducted its own tests and finds that the equipment in question meets the specifications in the Contract.

12. Warranty

12.1 The Contractor shall provide at least one-year warranty for the Goods supplied, or any part or portion thereof, starting from the date of acceptance of the Goods. During the warranty period all Services which include replacement of faulty parts, scheduled and breakdown services by qualified maintenance personnel, shall be provided free of charge.

All repair/replacement work shall be fully documented in service reports provided to the hospital.

A label or equivalent shall be affixed to the equipment to indicate the last parts replacement date and next replacement due date, if any.

12.2 The Contractor shall establish procedures to handle maintenance and service arrangements to provide PM and CM, including calibration, provision of spare parts and other services to the users.

12.3 The Contractor shall maintain the entire technical system/ Medical Equipment including the software associated with the system/ Medical Equipment to the equipment performance specifications published by the original equipment manufacturer(s) at the time of manufacture of the equipment. The Contractor shall inform affected users and hospital administration department as and when any model or spare parts become obsolete (such as end of service life and end of supply of spare parts) in writing within 10 calendar days upon notification from the equipment manufacturers with supporting document from manufacturer or its authorized agent. The Contractor shall use reasonable endeavour to secure sufficient genuine spare parts for the maintenance of affected equipment throughout the warranty period.

12.4 The Contractor shall provide all transport, necessary tools and testing instruments/ equipment required for the satisfactory execution of service. All measuring instruments/ equipment shall be under regular calibration by facilities traceable to international standards. The Contractor shall provide calibration certificates to the Authority upon request.

12.5 Maintenance Personnel

Maintenance service shall be provided by suitably qualified maintenance personnel. A list of English or Chinese full name of qualified maintenance personnel who provide maintenance services shall be provided upon commencement of contract. Organization chart or organization description of their maintenance organization with brief notes on the areas of responsibility of each post shall be provided upon request. Maintenance personnel who have received training or have been authorized by the Contractor/manufacturer/manufacturer's appointed agents for maintaining the equipment offered shall be clearly identified. The qualification/ competency records/ certificates/ training records or other supporting documents of maintenance personnel shall be provided upon request. The on-site maintenance personnel shall facilitate ward staff's verification of the identity of maintenance personnel as authorized maintenance personnel to perform equipment maintenance by presenting evidence of his/ her identity to ward staff. Should there be change of maintenance personnel and/or renewal of training certificate or validity, the Contractor is responsible for updating the list of authorized maintenance personnel with supporting documents and the maintenance team structure, if necessary, and informs the Authority accordingly.

12.6 Unless otherwise specified in Tender documents/ specifications, the Maintenance Services shall be provided free of additional charges during the normal working hours as follows:

- 09:00 - 18:00 Monday to Friday, excluding Public Holiday
- 09:00 - 13:00 Saturday, excluding Public Holiday

12.7 The following shall be provided free of additional charges by the Contractor:

- All scheduled maintenance and system upgrade
- All maintenance work carried out during normal working hours
- All repair work carried out even beyond normal working hours. This shall be free if the Contractor is notified of the equipment fault during normal working hours

12.8 Preventive Maintenance (PM)

(i) The Contractor shall submit as an essential part of the offer a yearly maintenance schedule indicating the number of PM services recommended by equipment manufacturer for ensuring a satisfactory performance of the equipment offered. Supporting document of intervals of PM from O&M manual(s) and/or manufacturer's confirmation shall be submitted upon request. The Contractor shall perform PM at regular intervals according to

manufacturer's recommendation. If such information is not available, at least one complete session of PM services shall be provided annually.

(ii) The Contractor is required to provide information including the service scopes, service report template and checklists of the PM service for the equipment. The scope of Services shall comply with the recommendations in the latest O&M manuals / instruction manuals issued by the equipment manufacturer.

(iii) The Contractor shall be responsible for arranging, coordinating and agreeing on a program acceptable to the users for PM and shall take all reasonable steps to avoid causing any interference with the normal clinical operation of the hospital.

(iv) The routine service shall include all necessary inspection of entire technical system/ Medical Equipment including computer system with software, accessories and peripherals, troubleshooting, repairs, replacement of parts required periodically replacement, adjustments, calibration, cleaning, system checks, system patches update, software update, dust removal, lubrication, any recommendations stipulated in O&M manual/ maintenance procedures, necessary to ensure that the equipment is safe to use, in normal operation and conforms to the performance specifications stipulated to the equipment's service manual.

(v) The Contractor shall complete PM work orders within the scheduled month. Any non-fulfilment of work orders shall be promptly reported through established mechanism or channel with hospitals. The Contractor shall provide PM reminder to users directly one month in advance from the scheduled date. The Contractor shall inform and provide detailed justification to hospitals for PM work orders being completed outside the scheduled month, or on-hold, or rejected in writing within 7 calendar days.

(vi) A new PM label shall be affixed on the equipment after each PM to indicate the asset number, service provider's name, PM date and the next PM due date.

(vii) The Contractor shall inform users of the equipment condition/ status right after PM with user's signature on the maintenance record to acknowledge the maintenance work. The equipment condition/ status of each equipment shall be recorded on maintenance record clearly. If the Contractor found a problem during PM of an equipment and determined that the equipment cannot be returned to service (e.g. not safe to use or not in normal operation), the Contractor shall inform ward/department in-charge or his delegate right after maintenance work.

(viii) Such Maintenance Services and service interval shall be performed by trained competent maintenance personnel in accordance with the maintenance procedures as described and/or recommended in the latest version of equipment operation and maintenance manual issued by the manufacturer.

(ix) The Contractor shall carry out safety test on the equipment at least once every 12 months. The safety standards required shall comply with IEC60601-1 / IEC61010-1 / IEC62353 or equivalent if applicable. If the Contractor found a problem during the safety test and determined that the equipment cannot be returned to service (e.g. not safe to use or not in normal operation), the Contractor shall inform ward/department in-charge or his delegate right after maintenance work.

12.9 Corrective Maintenance (CM)

Unless otherwise specified in Tender documents/ specifications and accepted by the Authority, herein the CM services shall be provided as follows:

(i) Upon notification by the user, Hospital or a representative of either, of a Defect (departure from performance specifications) in the operation of the equipment, the Contractor shall attend to the fault on-site within 4 normal working hours. This service shall include all necessary repairs, adjustments, replacement of parts and safety test to restore the

equipment to its normal operational conditions in a time of no more than 3 normal working days or a time limit acceptable to the user. Otherwise, the Contractor shall provide loan unit to user for its normal operation. Maintenance Services shall be performed in accordance with the maintenance procedures as described and/or recommended in the equipment service manual by the manufacturer.

(ii) The Contractor shall ensure that equipment after repair shall be well protected (e.g., from rain, fall, etc.) and returned to user department in the original condition of configuration. Single phase mains operated equipment shall be fitted with a power plug with strain relief or equivalent protection mechanism, suitable for the site condition. The plug shall comply with relevant standards e.g. BS1363 for 13A plug.

(iii) If the Defects of the equipment are required to be rectified out of the hospital, the Contractor shall specify the time period for the repairs to the user each time.

(iv) The Contractor shall inform user of the equipment condition/status right after CM with user's signature on the maintenance record to acknowledge the maintenance work. The equipment condition/status of each equipment shall be recorded on maintenance record clearly. If the Contractor determined that an equipment cannot be returned to service (e.g. not safe to use or not in normal operation), the Contractor shall inform ward/department in-charge or his delegate right after maintenance work.

(v) The Contractor shall be responsible to make good to the satisfaction of the Hospital's representatives, any Defects on the equipment due to improper workmanship, faulty design or component failure which may arise within the warranty period of the equipment.

12.10 Mounted Equipment

For mounted equipment, the PM service shall include but not limited to the following and be performed by qualified maintenance personnel:

(i) The tightening torque on each mounting screw shall be checked at regular intervals according to operation and maintenance manual(s) and/or manufacturer's recommendations. Torque wrench or special tools to be used for tightening torque checking advised by manufacturer shall be with valid calibration by qualified independent laboratory, such as laboratory possessing HOKLAS accreditation. Any mounting screw that was found loosed shall be handled according to the latest manufacturer recommendation, or otherwise, the loosed screw shall be replaced with a brand new one.

(ii) If there is any replacement interval of spare parts (such as mounting screw) recommended by manufacturer, the Contractor must provide this information to user and hospital administration department and follow the recommendation to replace the spare parts accordingly within the contract period.

12.11 On-site inspection

HA reserves the right to conduct on-site inspection on any maintenance activities conducted by the contractors. The Contractor shall respond and provide schedule to on-site inspection by HA/ HA appointed agents upon request. If any failure on the mutually agreed arrangement of on-site inspection, that maintenance activities shall be considered as incomplete and Contractors may rearrange and conduct the maintenance activities again without additional cost.

12.12 Up-time Guarantee

Unless otherwise specified in Tender documents/ specifications and accepted by HA, herein the up-time shall be followed as follows:

Uptime is calculated as follows:

$$\text{Uptime} = \frac{\text{Base Time} - \text{Down Time}}{\text{Base Time}} \times 100\%$$

The Contractor shall guarantee an equipment uptime (X) of not less than 95% of the total normal working hours. If the Contractor fails to achieve an uptime of 95% averaged over each consecutive period of 6 months, the warranty period shall be extended based on the following table:

% of Equipment Uptime (X)	Extension of Warranty Period
90% ≤ X < 95%	1 month
85% ≤ X < 90%	2 months
80% ≤ X < 85%	3 months
Below 80%	Further negotiation is required

"Base time" = the total number of calendar days within the applicable 6-month period
"Down Time" will be calculated from the time that the equipment breakdown call is issued to the Contractor to the time of completion of the repair and issuance of a service report to the hospital, counting normal working hours as referred in Clause 12.6.
"Down Time" is the time when the system is down and not available for operation. However, it shall not include the time for any scheduled maintenance and system upgrade.

12.13 Maintenance Record / Service Reports

Upon completion of any maintenance work, the Contractor shall complete a service record with checklist and measured data with passing criteria wherever applicable to indicate whether the equipment can be returned to service (i.e. safe to use) and in normal operating conditions after maintenance work. Justification for PM work order complete outside the scheduled month or on-hold shall be provided. Legible service report that contains information as listed shall be provided to both user and Hospital administration department for review.

(a) Equipment type, brand, model, serial number and HA asset number;
(b) Nature of service (PM or CM);
(c) PM scheduled date;
(d) Equipment location;
(e) Arrival date & time on site;
(f) Fault reported (date & time);
(g) Fault corrected (date & time);
(h) Reinstatement date and time;
(i) Action taken (including if any periodic service taken);
(j) Result including equipment condition after maintenance work (safe to use; safe to use but corrective service is required at no additional cost; safe to use but replacement of accessary is required at cost; removed from use; collected from user for offsite service);
(k) Spare parts used (including if any periodic parts replaced);
(l) Consumable items used;
(m) Response time;
(n) Down time;
(o) Current price of spare parts used;
(p) Current price of consumable items used;
(q) Measurement or test data with passing criteria (if applicable) and Status/ Condition of rechargeable battery (if applicable) (safe to use or not safe to use);
(r) Test instrument details including test instrument type, model, serial number, last calibration date, etc.;
(s) Full English/ Chinese name of maintenance personnel of Contractor.

The Contractor shall be responsible to complete the work order(s) generated by HA's EAM

system by feeding back the maintenance data in an electronic format as specified by HA Information Technology and Health Informatics Department, into the EAM upon completion of any PM or CM or any maintenance work on a monthly basis. Guidance on the maintenance data required can be provided upon Contractor's request.

13. Post-Warranty Maintenance (If applicable)

Unless otherwise specified in Tender documents/ specifications and accepted by HA, the post-warranty service requirements shall be the same as warranty maintenance service level, specified in Clause 12 (Warranty).

14. Safety and Functional Test

14.1 Safety Test

For the purpose of this Contract the Goods shall be subject to a safety test after delivery and installation. Such test is to be carried out by the Authority Representative or his authorized nominee or nominees. The safety test will normally be conducted within 6 to 8 weeks after delivery and installation of the Goods. The date of completion of safety test for the Goods shall be determined by the Authority based upon the satisfactory completion of such safety test. The Contractor shall provide technical support and operation training to the Authority at safety test upon request without additional cost.

14.2 Functional Test

For the purpose of this Contract the Goods shall be subject to a functional test for its conformance with the operational and reliability requirements to the satisfaction of the Authority. In the event that the equipment fails to conform to the above stated requirements, the Contractor is required to carry out appropriate remedial measures and/or any rectification works, including replacement of the entire equipment, where deemed necessary. The date of acceptance of the Goods shall be determined by the Cluster/Hospital based upon the satisfactory completion of such functional test.

15. Payment

Payment will be made within 30 days after the date of receipt of invoice or the date of acceptance of the Goods whichever is the later. The Goods shall not be deemed to have been accepted unless:-

15.1 The Goods have been functionally tested and perform satisfactorily.

15.2 The operation and maintenance manuals stipulated in **Clause 10** herein have been delivered and verified to be satisfactory.

15.3 The Contractor has carried out its obligations under the Contract.

Notwithstanding above, should there be any outstanding items to be supplied and/or minor works to be done by the Contractor, the Authority has the discretion to take over the Goods for operational use and the Contractor shall then be entitled to receive up to a maximum of 90% payment of the Contract value of the Goods so taken over. The remaining payment will be made when all the outstanding items have been supplied and accepted and/or outstanding works have been satisfactorily completed.

16. Cost of Additional and Alternative Works

The Contractor will be responsible for the cost as determined by the Hospital for any additional or alternative works to suit the equipment delivery, storage, installation and commissioning requirements if such have not been highlighted clearly by the Contractor and confirmed acceptable by the Hospital before the award of the Contract.

17. Clearance of Materials

17.1 The Contractor shall be responsible for the clearance of all packing materials after delivery / installation of the equipment and shall be responsible to removal and disposal of all materials to a legal place away from the Hospitals.

17.2 The Contractor shall undertake to remove, reinstate or re-align any of its works undertaken in respect of this provision if so required by the Hospital at any time during the warranty period.

18. Maintenance Services / Device Installation Requirements

18.1 The Contractor shall be responsible for the proper and safe installation, testing and commissioning of the offered equipment.

18.2 The Contractor shall abide to the Occupational Safety and Health Ordinance (Cap. 509 of the laws of Hong Kong) and Subsidiary Regulations of Hong Kong SAR to ensure that all maintenance personnel's safety and health at work are properly taken care of either in their own or HA premises, by providing necessary equipment safety training from appropriate institution or organization wherever applicable.

18.3 The Contractor shall abide to the relevant legal requirements and regulations of environmental ordinance of Hong Kong SAR in order to restrict and reduce the adverse effects on environment as a result of their services / products provided. The maintenance for Medical Equipment must be carried out by competent staff / agents in compliance with regulatory requirements, international safety standards and in accordance with the manufacturers' recommendations to ensure the safety, quality and proper functioning of the Medical Equipment.

18.4 The Contractor shall follow installation manual issued by manufacturer and use appropriate calibrated tools for equipment installation. The installation record shall be kept by the Contractor and a copy of record shall be provided to HA for record, upon request.

18.5 Technical/Service training shall be provided to the HA without additional charges upon request.

18.6 For mounted equipment, the Contractor shall install the offered equipment strictly according to the latest installation manual/ protocol and method statement recommended by the equipment manufacturer. Such technical documents shall be provided to hospital before installation and shall include but not limited to the information of recommended tightening torque (if applicable) of all mounting screws. If any modification of the installation is required, it shall be agreed by the manufacturer with supporting document. All mounting screws shall be tightened by a torque wrench which is with valid calibration by qualified independent laboratory, such as laboratory possessing HOKLAS accreditation. After installation, an installation report signed by qualified person appointed by the Contractor shall be provided to the hospital administration department and user.

19. Damage to Hospital Property

The Contractor should note that he will be held responsible for any damage to Hospital property as may be caused during equipment transportation and installation. All due measures should be taken by the Contractor to protect such property.

20. Changes and Substitution of Goods

20.1 The Contractor must keep the Authority advised of any changes in Goods including but not limited to change in design, material, part numbers, supersessions, during the contractual period.

20.2 The Contractor shall undertake to provide the Authority at any time before Goods delivery with an option to substitute Goods with new technology for any or all of the offered Goods. The substitute Goods shall have performance characteristics and functional capability equivalent to or better than the originally offered Goods. Such substitution(s) shall cost less than or equal to

the replaced Goods. The terms and conditions of this Contract shall remain applicable to such substitution(s) and the Authority reserves the right to accept or reject the proposed substitution(s).

21. Notification of Upgrade and Modification

The Contractor shall inform both the hospital users and the Authority in writing within 5 working days for any upgrade and modification affecting the equipment supplied under this Tender.

22. Product Safety Issue (Product Recall, Hazard Alert and Safety Notice)

22.1 In case there is adverse incident happened locally and/or in overseas countries affecting the Goods supplied under this tender that leads to a product recall, hazard alert or safety notice action, the Contractor is obligated to inform the Authority in writing via e-mail hopsrmqabessimt@ha.org.hk and hwn258@ha.org.hk) within 24 hours after the Contractor knew or reasonably should have known the happening of the incident.

22.2 The Contractor shall establish procedures/ mechanism to manage product recall/ safety alerts/ field safety notice and related corrective actions.

22.3 The Contractor shall declare if the offered model is currently affected by any outstanding/ incomplete/ unsettled product recall/ safety notice/ field safety notice issued by manufacturer or other regulatory bodies and provide supporting document from manufacturer for hospital's evaluation and consideration. Failure to provide the requested information may render the tender invalid.

22.4 If the offered model is affected by any product recall / safety notice / field safety notice and related corrective actions issued by manufacturer or other regulatory bodies until the end-of-support of the equipment as per manufacturer's advice, the supplier/manufacturer or its representative shall notify users, hospital administration department and BESS of HA Head Office and provide replacement parts / product upgrade / replacement / updated Documentation/ inspection / checking on item(s) with same/similar models or other mitigation plan and corresponding rectification time frame acceptable to HA on the affected models at no extra cost to eliminate the associated risks in writing within 10 calendar days upon notification from the equipment manufacturers or other regulatory bodies. The Contractor shall follow up the actions and submit progress reports upon request.

Immediately when the Equipment is subject to any product recall notice / safety notice / field safety notice or any other notices of a similar nature issued by the manufacturer of the Equipment or any regulatory bodies of any country, HA may at any time terminate this Contract without entitling the Contractor to compensation. In such case, any sums of money already paid by HA shall be refunded to HA within 21 days, and any sums of money payable by HA shall cease to be payable. 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 HA.

22.5 Efficient communication channels

The Contractors shall maintain efficient communication channels with the manufacturers such that any updated device information can be disseminated to the related parties including, but not limited to, user, hospital administration department and BESS of HA Head Office effectively, while feedback can be collected and delivered to the manufacturers for actions.

22.6 Keeping of transaction records

The Contractor shall establish procedures for the keeping of transaction records and maintain an updated list of distributors and transaction records of all their products. The transaction records shall include the manufacturer, brand, model, batch number, serial number, and quantity of devices, owning hospital and department with contact information, as appropriate. The Contractor shall provide and confirm the assets details and mitigation plans upon request in handling any product recall / safety notice / field safety notice and related inspections (if any)

and corrective actions. Such records shall contain sufficient information to trace the sold and distributed medical device(s) and to permit a prompt and complete withdrawal of the device(s) from HA when needed. The transaction records shall be retained until the end-of-support of the equipment as per manufacturer's advice, or at least 7 years from the date of product distribution, whichever is longer.

22.7 Complaint handling

The Contractor shall handle complaints from HA. The procedure shall include, but not limited to, the following key activities: (a) Receiving and evaluating information to determine if the feedback, constitutes a complaint; (b) Investigating complaints; (c) Reporting to regulatory authorities as appropriate; (d) Handling of complaint related devices; (e) Determining and initiating corrective or preventive actions on the basis of risk; and (f) Defining requirements for complaint records.

22.8 Managing adverse incidents

The Contractor shall establish procedures/ mechanism to manage adverse incidents. When an adverse incident that has occurred in HA is informed to the Contractor directly or from other sources, the Contractor shall conduct an investigation into the incident and report to HA. The investigation may be done in conjunction with the manufacturer or other parties. In summary, if the incident has caused any death or serious injuries or is of a serious public health concern, the report shall reach the HA as soon as possible but not later than time period agreed after the Contractor was informed of the incident. Upon request, the Contractor shall provide assistance to HA to conduct a separate investigation.

22.9 Safety Investigation

The Contractor shall attend to the call on site as soon as practically reasonable, conduct safety investigation to identify the root cause and provide interim and full investigation report with safety recommendation when there is a safety issue happened related to the offered equipment within a time frame agreed by both parties. The scope of investigation may include item(s) with same/ similar models supplied by the Contractor to HA.

The Contractor shall assist in the safety investigation when requested by Biomedical Engineering Services Section of HA Head Office or its representative, until the end-of-support of the equipment as per manufacturer's advice.

22.10 Handling Field Safety Notice/Safety Notice/Product Recall

The Contractor shall perform following actions (included but not limited to) to handle field safety notice/safety notice/product recall of equipment offered in a time frame acceptable/agreed by HA:

- To respond with enquiry from HA regarding the field safety notice/ safety notice;
- To propose corrective action/recommendation suggested by manufacturer/regulatory body, with reasonable implementation schedule;
- To perform inspection/checking on same/similar model item(s) supplied to HA upon HA's request;
- To perform corrective action suggested by manufacturer/regulatory body;
- To perform other request from HA/regulatory body regarding field safety notice/safety notice.

22.11 Performance on handling Field Safety Notice/Safety Notice/Product Recall

The Contractor shall note that the Contractor's performance on handling field safety notice/safety notice/product recall is regarded as after sales services and will be taken into account in evaluation of future quotations/ tenders by the Authority. Details please refer to individual

quotation/tender document regarding the evaluation criteria.

23. Publicity

The Contractor shall submit to the Authority and/or the Hospital all advertising or other publicity material relating to the Contract or the Goods supplied or other work done in connection with the Contract wherein the name of the Authority or the Hospital is mentioned or from which a connection with the Hospital or the Authority can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material relating to the Authority and/or the Hospital or otherwise use or mention the name of the Authority and/or the Hospital for any promotion or marketing purposes without the prior written consent of the Authority and/or the Hospital. 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.

24. 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 Authority premises as confidential and they should not disclose such information to any third party.

25. Contract Deposit

25.1 The Contractor is required to place and maintain the Phase Deposits (as the case may be) with the Authority as security for the due performance of all the Contractor's warranties, undertakings and obligations under this Contract.

25.2 The Contractor must maintain the full amount of:

(a) the Supply Phase Deposit throughout the Supply Phase and until the date falling 3 months after the end of the Warranty Period or the date on which all obligations and liabilities of the Contractor under the Supply Phase (including performance of its warranty under the Warranty Period) have been duly carried out, completed and discharged, whichever is the later; and

(b) the respective Maintenance Phase Deposit throughout the respective Maintenance Phase and until the date falling 3 months after the end of the respective Maintenance Phase or the date on which all obligations and liabilities of the Contractor under the respective Maintenance Phase or the Contract (as the case may be) have been duly carried out, completed and discharged, whichever is the later.

25.3 The Contractor hereby irrevocably agrees and allows the Authority to, at any time prior to the expiry of the duration as set out in Clause 25.2(a), withdraw, deduct or set-off from the Supply Phase Deposit any amount which the Authority may recover from the Contractor under the Supply Phase of this Contract.

25.4 The Contractor hereby irrevocably agrees and allows the Authority to, at any time prior to the expiry of the duration as set out in Clause 25.2(b), withdraw, deduct or set-off from the Maintenance Phase Deposit any amount which the Authority may recover from the Contractor under the Maintenance Phase of this Contract.

25.5 If the Authority shall make any withdrawal, deduction or set-off thereby reducing any Phase Deposit (as the case may be), the Contractor must, within seven (7) days from notice of the Authority, top up such Phase Deposit (as the case may be) to maintain it at the level required in Clause 25.2.

25.6 Upon expiry of the respective duration as set out in Clause 25.2(a) and (b), the Authority shall return to the Contractor without interest the relevant Phase Deposit (as the case may be) after any withdrawal, deduction or set-off as allowed under Clause 25.3 or 25.4 (as the case may be). The return of the Phase Deposits (as the case may be) in full or in part does not prejudice the

Authority's right to pursue any claim for loss, damage or liability under this Contract.

26. Occupational Safety and Health ("OSH")

26.1 The Contractor shall, so far as is reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees performing the Contractor's obligations under this Contract. The Contractor shall for the purpose of this Contract where applicable:

(a) provide and maintain plant and systems of work that are safe and without risks to health;
(b) conduct regular work safety risk assessment exercises and make arrangements to ensure the safety and absence of risks to staff's health in connection with the use, handling, storage and transportation of plant or substances;
(c) provide adequate information, instructions, training and supervision to its employees on work safety;
(d) maintain the workplace, including ingress and egress thereto, as far as is within its control, safe and without risks to health;
(e) comply with HA's infection control policy guidelines and procedures, including personal protective equipment, hospitals' house rules and emergency procedures;
(f) conduct and monitor OSH compliance;
(g) keep and provide proper Documentation of training records, duty rosters, incident reports, audit and inspection records and personal particulars of staff, if required by the HA; and
(h) ensure that the Contractor's employees take care of the safety and health of other persons who may be affected by their act of omission and co-operate with the HA's representatives and such other persons to ensure compliance with any applicable statutory requirements.

26.2 The Contractor shall fully indemnify the Authority from and against all claims, actions, proceedings, demands and suits brought against and/or fines and penalties imposed on the Authority arising directly or indirectly out of or in connection with the failure of the Contractor to comply with Clause 26.1 of this part or any other obligations imposed under any applicable statutory requirements, including the Occupational Safety and Health Ordinance (Cap. 509 of the laws of Hong Kong) and all costs and expenses in connection therewith.

27. Expiry Date

Where product labelling and/or shelf life requirements are set out in the Tender Specifications, the use before date of all medical devices and consumables, if indicated in the format of MM/YY, will be made reference as use before the first day of the month.

28. Remedy on Contractor's Failure to Perform

28.1 Pre-acceptance Stage

If after delivery and installation of the equipment and prior to acceptance of the Goods the Contractor fails to demonstrate to the Authority Representative within a period of three (3) months that the equipment installed complies with the specifications in every respect, the Authority Representative may terminate this Contract by notice in writing addressed to the Contractor without prejudice to any other rights which the Authority Representative may have against the Contractor.

28.2 Within Warranty Period

If during the warranty period, the Contractor fails to maintain the equipment to its performance specifications such that the equipment remains unfit for use for a cumulative period of ninety (90) calendar days, the Authority Representative may without prejudice to other remedies

(a) proceed, after serving notice of intent on the Contractor, to do the work at the Contractor's risk and expense; or
(b) terminate this Contract and demand a rebate of any payment made in respect of the

equipment by notice in writing addressed to the Contractor and the Contractor shall forthwith pay back to the Authority such sum or sums so demanded.

29. Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong)

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.

30. Necessary Service / Parts Replacement

30.1 The Contractor shall confirm whether regular replacement with interval of safety parts is necessary in accordance with manufacturer's recommendation or O&M manual until the end-of-support of the equipment as per manufacturer's advice. The information of safety parts with price shall be provided for hospital's evaluation and consideration.

30.2 The Contractor shall list all services and/or parts that need to be regularly performed with interval as recommended by the manufacturer until the end-of-support of the equipment as per manufacturer's advice. Such items include, but not limited to, certification services, calibration services, O2 sensors, springs, PM kits, filters and batteries replacement, etc.

30.3 The Contractor shall commit to maintaining production and supply of all spare and replacement parts to enable normal operation of the whole system of equipment until the end-of-support of the equipment as per manufacturer's advice to HA/ HA appointed agents, including the following items but not limited to, safety parts, spare parts and essential tools for maintenance use and consumable items, Software and Hardware.

31. Conflict of Interest

31.1 The Contractor shall on appointment and during the Term and for six (6) months thereafter:

(a) immediately declare any actual, apparent, potential or perceived Conflict of Interest that will, or might, arise in respect of the provision of the Services or the performance of its obligations under the Contract, including but not limited to any interest or association, the Contractor, its Associated Persons may have with any contractors, suppliers or sub-contractors related to this Contract, directly or indirectly; and

(b) forthwith notify the Authority in writing and keep the Authority notified of all or any facts which may reasonably be considered to give rise to a Conflict of Interest.

31.2 The Contractor shall render its advice or recommendations pursuant to this Contract to the Authority on an impartial basis without giving favour to any particular service, equipment or product in which the Contractor has a direct or indirect commercial interest. The Contractor shall obtain from each and every one of its Directors, employees, agents and sub-contractors who are involved in this Contract a written undertaking to observe this sub-clause and sub-clause 31.3 below.

31.3 The Contractor shall require its Directors, employees, agents and sub-contractors involved in this Contract to declare in writing to the Authority and keep the Authority informed regularly of any actual, apparent, potential or perceived Conflict of Interest, including but not limited to all or any facts which may reasonably be considered to give rise to a Conflict of Interest. In the event that any Conflict of Interest becomes known to the Contractor or any of its Directors, employees, agents and sub-contractors involved in this Contract and / or is disclosed in a declaration, the Contractor shall forthwith take such measures as are necessary to mitigate as far as possible or to remove the Conflict of Interest so disclosed.

31.4 The Contractor shall prohibit its Directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or

without remuneration, which could give rise to any actual, apparent, potential or perceived Conflict of Interest. The Contractor shall procure that its agents and sub-contractors impose similar restrictions on their Directors and employees by way of a contractual provision.

31.5 The Contractor shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that its Directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under Sub-clause 31.2 to the Sub-clause 31.4 above. Where the Contractor has obtained the Authority's written approval to appoint sub-contractors to undertake any part of the Services, the Contractor shall take all necessary steps to procure and ensure that the same covenants in this Clause are imposed on the sub-contractors and shall take all necessary steps to enforce such covenants.

31.6 In this Clause 31:

(a) "Associated Company" in relation to the Contractor means any company which is the holding company or subsidiary company or sister company of the Contractor. A 'sister company' means a company which belongs to the same holding company as the Contractor's;

(b) "Associate Person" or "Related Person" means:

- the Directors, employees, agents and sub-contractors of the Tenderer / Contractor (and if the Tenderer / Contractor is a partnership, any of the members/partners of that partnership) who are or will be involved in the Tender, the Tender submission, the provision of the Services or the performance of the Contractor's obligations under the Contract;

- any person or entity (i) which has Control, directly or indirectly, over the Tenderer / Contractor; (ii) which is Controlled, directly or indirectly, by the Tenderer / Contractor; or (iii) which is Controlled by, or has Control over, a person/entity referred to in (i) or (ii); and

- (i) any member of a partnership in which of the Tenderer / Contractor is a member or (ii) any company one or more of whose Directors is in common with one or more of the Directors of the Tenderer / Contractor.

(c) "Control" or "Controlled" means

- the possession by one person, directly or indirectly (through one or more intermediaries) of the power (whether holding office as Director or otherwise) to affect, secure, direct and / or cause the direction of the management, affairs or policies of another person;

- with respect to a corporation, partnership or other body corporate, such power in (a) above may be evidenced by (but is not limited to) that person: (i) holding shares or interests or possessing voting power in or in relation to that or any other person such as, but not limited to, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of or interest in such corporation, partnership or other body corporate; and / or (ii) having powers conferred on that person by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not);

(d) "Conflict(s) of Interest" shall include (but are not limited to) (a) any situation where the personal, financial, commercial or other interest of the Tenderer / Contractor or any of its Related Persons, conflict or compete, or may be expected to conflict or compete, with

the Tenderer's / Contractor's duties to the Authority under the Contract; and (b) any situation where the Contractor or any of its Related Persons may have any person, financial, commercial or other interests in any potential service, advice, proposals or recommendations made or which may be made by the Tenderer / Contractor under the Contract;

(e) "Director" means any person occupying the position of director by whatever name called and without limitation a de facto or shadow director;

31.7 Notwithstanding any provisions in this Clause, the restrictions in this Clause shall not prohibit the holding (directly or through nominees) of investments in companies which investments are listed on any stock exchange provided that such investments do not exceed 5 per cent of the issued shares of any one company.

32. Admission of Contractor Personnel to HA Premises

32.1 Upon request from time to time by HA, the Contractor shall provide to HA a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor Personnel who may at any time require admission on behalf of the Contractor to any premises owned, managed, controlled or occupied by HA ("HA premises") for the purposes of the Contract if so required by the Authority Representative , and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Authority Representative may reasonably require.

32.2 The Contractor shall ensure that while any of the Contractor Personnel is on HA premises, they shall observe HA's rules, regulations, guidelines and code of practice which are from time to time applicable to the Contractor's execution of all or any part of the services at the HA premises.

32.3 The Contractor shall obtain from all Contractor Personnel consent to disclose and/or submit to HA their Personal Data for the purposes of the provisions of this Clause 32 and other provisions of the Contract.

32.4 The Authority Representative reserves the right to refuse to admit to the HA premises, or the right to evict from the HA premises, any person, whose admission would be, in the reasonable opinion of the Authority Representative, undesirable.

32.5 In the event that the Contractor fails to comply with this Clause 32 and it is determined that such failure is prejudicial to the interests of HA, the Authority Representative may thereupon terminate the Contract.

32.6 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep indemnified HA against all losses, claims, costs, demands and expenses that may arise out of or in consequence of any breach of this Clause 32.

32.7 The Contractor acknowledges and agrees that:

(a) HA may at any time vary unilaterally the entry requirements (including any vaccination and/or testing requirements) to any HA premises;

(b) it will comply with the guidelines and/or directions issued by HA from time to time on entry requirements (including any vaccination and/or testing requirements) to the HA premises.

33. The Sale of Goods (United Nations Convention) Ordinance (Cap. 641 of the laws of Hong Kong)

The Authority and the Contractor agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

34. Listing under the Medical Device Administrative Control System

34.1 The Contractor shall, upon request from the Authority, update the Authority the listing record of the Goods which are applicable MDs under MDACS and/or status of its submissions to DH for listing of such Goods under MDACS. If, in the sole opinion of the Authority, the Contractor fails to submit its application(s) to DH before the committed date provided in accordance with **Clause 32.3 of the Terms of Tender (Supplement)** or the MDACS listing cannot be completed within twelve (12) months after contract commencement or the Contractor's declaration under **Clause 4 in Schedule B** (Schedule of Compliance) is found to be invalid, incorrect or unsubstantiated, the Authority may, without prejudice to the Authority's other rights and remedies under the contract or by law, in its absolute discretion,

(i) reject all or part of the Goods which fail to meet any statutory requirement (or those which the Contractor fails to demonstrate compliance with the statutory requirements) ("Relevant Goods") delivered hereunder (notwithstanding any acceptance or deemed acceptance of the Relevant Goods by the Authority or the making of payment by the Authority);
(ii) cancel, or suspend the performance of, any order placed by the Authority for the Relevant Goods which is not yet delivered;
(iii) delete the Relevant Goods from the Contract (if the Contract is awarded with more than one item) such that the Authority shall not be obliged to order a minimum quantity of the Relevant Goods with the Contractor during the term of the Contract notwithstanding any provision contained in the Contract; and/or
(iv) terminate the Contract forthwith.

34.2 The Contractor agrees to comply with all statutory requirements within the prescribed period under the legislation should the statutory control of medical devices takes effect. The Contractor shall demonstrate to the Authority its compliance with the statutory requirements upon request by the Authority. If the Contractor fails to comply with any statutory requirement or demonstrate compliance of the same, and without prejudice to the Authority's other rights and remedies provided under this Contract or otherwise according to law, the Authority shall have the options set out in Clause 34.1 above, and reference to "Relevant Goods" shall be construed to include the Goods which fail to meet any statutory requirement (or those which the Contractor fails to demonstrate compliance with the statutory requirements).

34.3 Any monies paid by the Authority to the Contractor in respect of the Relevant Goods which have been rejected, pursuant to Clauses 34.1 and/or 34.2 of this Part, shall be refunded to the Authority and the Authority may purchase from other sources alternate supplies to substitute for the Relevant Goods rejected and those which, but for the deletion of the Relevant Goods from the Contract or the termination of the Contract, would be supplied by the Contractor to the Authority under the Contract, and the Contractor must, on demand by the Authority, pay to the Authority the additional costs and expenses in obtaining such alternate supplies, including but not limited to price difference and related freight and delivery charges.

35. Contractor Performance Monitoring

The Contractor should note that the Contractor's performance record, including but not limited to product quality, after sales services and Maintenance Services, where applicable, in the Contract shall be monitored and taken into account in evaluating the Contractor's tenders in response to invitations for tenders by the Authority. If, based on the Contractor's performance record, the Authority has a reasonable concern about the Contractor's legal and financial capabilities and the commercial and technical abilities to undertake the relevant procurement, the Authority may in its absolute discretion (i) take into consideration the Contractor's performance record, both for the equipment type(s) specified in the warning letter and for other equipment types/services provided by the Contractor, in the tender evaluation and/or (ii) exclude that Contractor, its holding company and subsidiaries from participation in tendering, for such period as the Authority may in its entire discretion consider appropriate. The Authority shall have the right to publicize or disclose, whenever it considers appropriate or upon request (verbal or written) by any third party, information of the Contractor who has been excluded from participation in tendering by the Authority, such as the name of the Contractor and duration, without reference to or consent from the Contractor.

36. National Security

36.1 The Contractor shall not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.

36.2 The Authority may immediately terminate the Contract upon the occurrence of any of the following events:

(a) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;

(b) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or

(c) the Authority reasonably believes that any of the events mentioned above is about to occur.

36.3 In the event that the Contract is terminated in accordance with Clause 36.2 above, the Contractor shall be liable for and shall indemnify and keep indemnified the Authority against, all losses, damage, costs and expenses incurred by the Authority arising out of or in relation to the termination.

36.4 In the event that the Contract is terminated in accordance with Clause 36.2 above, the Authority shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the termination.

37. Licence (applicable when the Authority has granted Licence to the Contractor)

37.1 The Contractor hereby grants or procures to be granted a non-exclusive, perpetual, royalty-free, irrevocable, worldwide, and transferable Licence to the Authority and the Authorised Users, their assigns and successors in title (the "Licensed Parties") to use the Software for the Licensed Parties' respective business purposes on and in conjunction with the Hardware subject to the terms and conditions contained in this Contract.

37.2 The Software is to be used on and in conjunction with the Hardware save that:

37.2.1 If the Software cannot be used with the Hardware because it is inoperable for any reason then the Licence shall be temporarily extended without additional charge to use with any other compatible equipment until such failure has been remedied. The Authority shall promptly notify the Contractor of such temporary use and of the commencement and cessation thereof;

37.2.2 For the purpose of Clause 37.2.1 above, the Authority shall be entitled, before any of the Hardware becomes inoperable, to use the Software on any other equipment for the purpose of ensuring that such equipment can be used to substitute for the Hardware;

37.2.3 The Licensed Parties may use the Software on and in conjunction with any replacement equipment if the use of the Software on and in conjunction with the Hardware is permanently discontinued, provided notification is given by the Authority to the Contractor of such use. Upon such notification being given the replacement equipment shall become the Hardware for the purposes of the Licence.

37.3 The Contract shall in all aspects apply to all improved versions of any item of the Software and all other new releases as introduced from time to time by the Contractor and accepted by the Authority ("Updated Software"). The Contract shall also apply to all other hardware which is connected to the System either as a replacement or as an upgrade of any item of the Hardware ("Updated Hardware"). The Contract shall in all aspects apply to all changes made to any configurations as

specified in the relevant Schedule ("Updated Configuration"). Tender Specifications shall be deemed to be amended to the extent that the specifications for Updated Software, Updated Hardware and Updated Configuration supersede the relevant parts of the Tender Specifications. Notwithstanding any clause contained in this Contract provided to the contrary, the Authority shall not be liable for payment for any further charge, fee, cost or whatever payment in connection with Updated Software, Updated Hardware and Updated Configuration.

37.4 Without limiting the generality of Clause 37.1 above, where the Authority acts as agent of any Authorised User to purchase any Software in relation to the eHR Programme, the Authority shall have the right to transfer any Licence it holds on such Software to the Authorised User as and when required.

37.5 The Authority shall not permit any third party (other than a Licensed Party) to use the Software (except the third party has a need to know for the purposes of this Contract) or use the Software on behalf of any third party (other than a Licensed Party).

38. Confidentiality and Protection of Personal Data/Confidential Information

(a) The Contractor undertakes that it and the Contractor Personnel will keep confidential and not disclose, use, or reproduce any Confidential Information without the Authority's prior written consent, other than as is necessary to enable performance of its obligations under this Contract. The Contractor shall not use the expertise evident in the Confidential Information in any manner detrimental to the interests of the Authority.

(b) Paragraph (a) shall not prevent the Contractor from disclosing any information which:

(i) is in its possession (with full right to disclose) prior to receiving it from the Authority; or

(ii) is or later becomes public knowledge other than by breach of this Clause; or

(iii) it may independently develop or receive from a third party (with full right to disclose); or

(iv) it is compelled to disclose by applicable law, rules or regulations or directions of the Authority or any supervisory authority exercising control over it.

(c) Upon request by the Authority, the Contractor shall procure that all the Contractor Personnel sign a confidentiality undertaking in the form set out in Appendix 1 to this Special Conditions of Contract prior to commencing any work in accordance with this Contract.

(d) The Contractor agrees to take all prudent steps, including maintaining effective security measures, to protect the Confidential Information from unauthorised access, use, copying or disclosure.

(e) Upon the completion, expiry or termination of this Contract or request by the Authority, the Contractor shall return to the Authority or destroy or permanently erase all the Confidential Information (including all copies).

(f) The Contractor acknowledges that the value of the Confidential Information is such that an award of damages or an account of profits may not be adequate compensation for breach of this Clause. The Contractor acknowledges that the Authority may seek and obtain an ex-parte interlocutory injunction or final injunction to prohibit or restrain the Contractor or the Contractor Personnel from any breach or threatened breach of this Clause, without compromising its rights to seek damages or receive any other form of relief in the event of a breach of this Clause.

(g) This Clause shall survive the expiry or early termination of this Contract.

Confidentiality of Software

(h) The Authority undertakes to treat as confidential all information contained or embodied in the Software (except as specified otherwise under this Contract) and the Tender Specifications

(collectively referred to as the "Information") provided that this Clause shall not extend to any information which was rightfully in the possession of the Authority prior to the commencement of the negotiations leading to this Contract or which is already public knowledge or becomes so at a future date (other than as a result of a breach of this Clause).

(i) The Authority shall not without the prior written consent of the Contractor divulge any part of the Information to any person except: -

1. the Authority's own employees, on a need-to-know basis;

2. the Authority's supervisory authorities exercising control over it and any other persons or bodies having a right, duty or obligation to know the business of the Authority and then only in pursuance of such right, duty or obligation;

3. any person who is for the time being appointed by the Authority to maintain any equipment on which the Software are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain such equipment.

(j) The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Contract.

Personal Data/Data Privacy and Security

(k) The Contractor shall and shall procure the Contractor Personnel to comply with any applicable privacy or data protection laws (including the Data Protection Principles and other provisions of the PDPO (including any amendments thereon from time to time)), all guidelines issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong, any privacy procedures or policies stipulated by the Government from time to time, and any applicable codes of practice, guidance notes or regulations in the handling of Personal Data provided or disclosed to or otherwise obtained or collected by the Contractor under this Contract.

(l) The Contractor shall not, and shall procure the Contractor Personnel not to, keep Personal Data longer than is necessary for the fulfilment of the purposes (including any directly related purposes) for which the same was obtained by the Contractor under this Contract. The Contractor shall:
1. return, destroy or permanently erase all such Personal Data;
2. destroy or permanently erase all copies of such Personal Data made by the Contractor; and
3. 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 held 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.

(m) The Contractor shall take all practical steps and have in place, maintain and regularly review all practicable technical and organisational security measures to prevent unauthorized, accidental or otherwise unlawful access, collection, processing, erasure, loss, alteration, disclosure, copying, transmission, destruction or use of Personal Data or Confidential Information (a "Security Breach") collected by or transferred to it having particular regard to:

1. the kind of Personal Data or Confidential Information and the harm that could result if any of those things should occur;

2. the physical location where the Personal Data or Confidential Information are stored;

3. any security measures incorporated (whether by automated means or otherwise) into any equipment in which the Personal Data or Confidential Information are stored such as encryption or equivalent protection, segregation of environments and secure backup arrangements;

4. any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data or Confidential Information;

5. any measures taken for ensuring the secure transmission of Personal Data or Confidential Information such as encryption or equivalent protection;

6. any measures taken for ensuring the integrity and security of systems such as vulnerability management, patching and malware protection;

7. any measures for incident prevention, management and notification such as log keeping, monitoring and incident detection and appropriate incident response procedures.

In this regard, the Authority reserves its rights to obtain periodic security audit reports (e.g. a Hong Kong Standard on Assurance Engagements ("HKSAE") 3000 assurance report, a System and Organization Controls ("SOC") 2 Type 2 Report) to confirm that the measures implemented by the Contractor are satisfactory.

(n) The Contractor shall immediately notify the Authority if it becomes aware of or suspects a Security Breach or any corruption, compromise or misuse of the Authority's Confidential Information, Software, Hardware or Personal Data or any other sign of abnormalities (e.g. audit trail shows unusual frequent access of the Confidential Information, Software, Hardware of Personal Data of the Authority by a Contractor Personnel at odd hours), and provide full cooperation and all necessary access to the Authority (at the Contractor's expense) to allow the Authority to contain, remediate and investigate such Security Breach and to notify any affected individuals and the relevant authorities and to prevent recurrence of the relevant incident.

(o) The Contractor shall, and shall procure the Contractor Personnel to, comply with all guidelines, directions, policies of the Authority and applicable laws of Hong Kong that govern confidentiality and security of data or prevent unlawful access, damage, interference, misuse or unauthorized disclosure of information, systems, Software, data and Hardware, including the PDPO and all guidelines (including codes of practice) issued by the Authority's regulating authority, and the Crimes Ordinance (Cap. 200 of the Laws of Hong Kong), as amended from time to time.

(p) The Contractor shall not, and shall procure the Contractor Personnel not to, access, interfere with, copy, modify, delete, damage, disable, reverse engineer, circumvent or attempt to compromise any system, network, application, Software, Hardware, data or security control of the Authority except to the extent strictly necessary for performance of this Contract in accordance with the principle of least privilege and with the Authority's prior written consent. Any request for access must be formally submitted by the Contractor and the Authority may approve, or modify such access requests at its sole discretion.

(q) The Contractor shall ensure that access is granted only to specifically authorised Contractor Personnel and that appropriate security measures, including strong authentication and secure transmission controls, are implemented and maintained at all times. Upon completion of the relevant activities or when access is no longer required, the Contractor shall promptly notify the Authority to revoke such access.

(r) The Contractor shall have Personal Data protection policies and procedures in place and provide adequate training to the Contractor Personnel to ensure that the Contractor Personnel will carry out the security measures and comply with the obligations under this Contract regarding the handling of Personal Data.

(s) The Authority shall have the right to carry out security and compliance audit, or inspect and monitor the Contractor in order to verify how the Contractor handles and stores Personal Data and whether the Contractor and the Contractor Personnel are adhering to the terms of this Contract. The Contractor shall, and shall procure the Contractor Personnel to, provide reasonable assistance to the Authority.

(t) In the event that the Contractor has engaged sub-contractor to provide the Services, its agreement with the sub-contractor should impose the same obligations in relation to confidentiality and data security under this Contract. Where the sub-contractor fails to fulfill such obligations, the Contractor shall remain fully liable to the Authority for the fulfillment of its obligations. The Contractor shall not be relieved from any of its obligations under this Contract by entering into any sub-contract for the performance of any part of this Contract. The Contractor shall be responsible for all acts, omissions, defaults and neglects of each sub-contractor, and the agents and employees of such sub-contractor as fully as if they were the acts, omissions, defaults or neglects of the Contractor.

(u) The Contractor shall submit annual security reports to the Authority to report its compliance with the above requirements.

(v) The obligations in this Clause shall survive the expiry or termination of this Contract and shall be without prejudice to any rights or remedies available to the Authority under this Contract or applicable law.

39. Termination of Licence (applicable when the Authority has granted Licence to the Contractor pursuant to Clause 37)

(a) The Authority may terminate the Licence (or part thereof listed as a separate item in the relevant Schedule) at any time by giving at least 30 days' prior written notice to the Contractor.

(b) Forthwith upon the termination of the Licence or part thereof the Authority shall return to the Contractor the relevant items of Software within a reasonable time and if requested by the Contractor, shall destroy the same (in the case of the Software by erasing them from the magnetic media on which they are stored). The Contractor shall bear all the costs and expenses for destruction or any further arrangement on the relevant items of Software.

(c) Clauses 39(a) and 39(b) shall survive the termination of the Contract.

40. Termination of the Contract

40.1 Notwithstanding any other provision of this Contract, the Contract will expire upon satisfactory fulfilment by the Contractor of its contractual obligations in accordance with this Contract, provided that the Authority may terminate this Contract at any time during the Term by not less than thirty (30) days' written notice to the Contractor.

40.2 Without prejudice to any express right of termination contained in other clauses, the Authority may at any time by notice in writing immediately terminate this Contract and any Licence that may be granted in this Contract (if applicable), without entitling the Contractor to compensation and liability, if:-

(i) the Contractor, being an individual or a partnership, at any time receives a bankruptcy notice or petition or be adjudged bankrupt, or has a receiving order or order for administration of his estate made against him, or takes or suffers any proceedings for liquidation or composition under any Bankruptcy Ordinance (Cap. 6 of the laws of Hong Kong) (or similar legislation) 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;

(ii) the Contractor, being a company, becomes insolvent or enters 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 receives a winding up notice or petition or a court makes 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 arise which entitle the court or debenture holders to appoint a receiver or manager, or suffers distress or any form of execution against it;

(iii) the Contractor or any Contractor Personnel is found to have committed any offence under any applicable laws and regulations, in particular the laws of Hong Kong (including offences under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong), the Crimes Ordinance (Cap. 200 of the laws of Hong Kong), PDPO or similar legislation or regulations), whether in relation to this Contract or other contracts with any public hospital managed and controlled by the Authority;

(iv) the Contractor ceases, or threatens to cease, to carry on business;

(v) the Contractor is in breach of any term of this Contract, the Authority notifies the Contractor of such breach in writing, and the Contractor fails to rectify such breach within 7 days of being required to do so by the Authority;

(vi) the Contractor is in breach of any term of this Contract and such breach is incapable of rectification;

(vii) the Contractor is in breach of Clause 38 (Confidentiality and Protection of Personal Data/Confidential Information) of this Contract;

(viii) there is a change in direct or indirect control of the management or ownership of the Contractor or any of its associated companies [as that term is defined in Clause 31 (Conflict of Interest) of this contract] which in the reasonable opinion of the Authority adversely impacts the Contractor's ability to provide the Services;

(ix) the Contractor assigns its rights or novates its obligations (or purports to do so) otherwise than in accordance with this Contract;

(x) the Contractor fails to pay its staff or fails to pay its debts as they fall due;

(xi) in the absolute discretion of the Authority, the Services do not meet the standard of service which the Authority requires or if they fail to comply with the Tender Specifications in any respect;

(xii) the Permit (if any) which authorises the Contractor and/or the Contractor Personnel to perform the Services is withdrawn, cancelled, suspended or modified to such extent that the Services can no longer be legally performed;

(xiii) the Contractor is found to have made a false Declaration on Compliance with Statutes before the award of this Contract or during the Term;

(xiv) the Contractor is found to have been convicted under any relevant section of the relevant statutes in the Declaration on Compliance with Statutes or have provided any incomplete, false or incorrect statement or information or document during the tendering process or from time to time during the Term; or

(xv) any failure on the part of the Contractor to comply with any applicable laws and regulations, in particular relevant legislation in Hong Kong, whether in the performance of this Contract, any contracts or arrangements with third parties, in its operation or otherwise,

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 Authority.

40.3 If the Authority terminates this Contract under Clause 40.2, the Authority may, without limitation:

(i) perform the balance of the uncompleted Services;

(ii) procure or engage another contractor or contractors to perform the balance of the uncompleted Services and/or supply the undelivered Goods; or

(iii) instruct the Contractor to identify, or assist the Authority to procure and/or engage, another contractor or contractors to the Authority's satisfaction to perform the balance of the uncompleted Services and/or supply the undelivered Goods,

and in that event, the Contractor shall:

(iv) indemnify the Authority for any sums incurred in performing the Services / supplying the Goods or procuring another contractor or contractors to perform the Services / supply the Goods, in excess of the Price; and

(v) if required by the Authority, consent to assign, novate or transfer its rights and obligations under this Contract to the replacement contractor or contractors.

40.4 Except as expressly provided in this Contract, the Authority has no liability to the Contractor under this Contract in any circumstances (including termination of this Contract based on Clause 40.1) for or in respect of:

(i) any indirect, incidental, consequential or exemplary losses or damages;

(ii) any loss of income or profits; or

(iii) any claim, demand or action made or brought against the Contractor or the Contractor's affiliates by a third party.

40.5 Unless and until separately terminated under Clause 39 (Termination of Licence), the Licence will survive the termination of the Contract and continue in perpetuity (applicable when the Authority has granted Licence to the Contractor pursuant to Clause 37)

40.6 Any termination of the Licence or this Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. The Contractor agrees and acknowledges that if the Authority terminates this Contract, the Authority has no liability to the Contractor arising from such termination other than paying the Contractor the fees and charges for the Services performed and/or the Goods delivered up to the date of termination, provided that any such Services have been completed or such Goods have been delivered by the Contractor and have been endorsed and accepted by the Authority.

40.7 Upon termination of this Contract, any Licence (actual or implied) granted by the Authority to the Contractor shall immediately terminate.

41. Order of Precedence

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

(a) Special Conditions of Contract
(b) Tender Specifications
(c) General Conditions of Contract
(d) Schedules
(e) Terms of Tender (Supplement)
(f) Terms of Tender in Form HA(G)231A

Appendix 1 to Special Conditions of Contract

CONFIDENTIALITY UNDERTAKING

This DEED OF UNDERTAKING is made _____ day of _____ 20_____.

BY_____of _____ (HKID Card/Passport No.) (the "**Confidee**") in favour of the [, a hospital under the management and control of][1] the Hospital Authority, a statutory body incorporated under Chapter 113 of the laws of Hong Kong ("[**Hospital/Hospital Authority**]").

1. Through the agreement between the [Hospital/Hospital Authority] and [name of Contractor] dated [date] (designated as Hospital Authority Contract No.) ("**Agreement**"), the Confidee shall have access to [the Hospital and/or][2] the Hospital Authority's Confidential Information (as defined below).

2. The Confidee hereby undertakes and covenants with the [Hospital/Hospital Authority], 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 Hospital and/or the Hospital Authority under the Agreement or which the [Hospital/Hospital Authority] 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 [Hospital/Hospital Authority].

   (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 [Hospital/Hospital Authority].

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 SEALED and DELIVERED)
By the Confidee in the presence of:) _____ _____
) Confidee Witness

[1] *Delete if inappropriate.*
[2] *Delete if inappropriate.*

NOTICE FOR SUBMISSION OF TENDERS

(In addition to Clause 8 - Part I of Tender Form HA(G)231A,
please read this notice before you provide any Personal Data to us)

The Hospital Authority ("HA") is a statutory body which manages public hospitals. 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 hospitals in Kowloon West Cluster, Hospital Authority, please fax your request / enquiry to the Data Controller at fax no. 2990 1744.

'No Offer Reply Slip'

- Vendors who do not intend to make offer to this tender 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 exercise;
- Failure to do so may lead to deletion from the vendor list maintained by the Kowloon West Cluster, Hospital Authority.

Kowloon West Cluster, Hospital Authority
Chairman of Tender Opening Committee
Fax: 2990 1798

Tender Details

Tender for	**Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority**
Tender Ref.:	**KWC/P/032-26**
Closing date & time:	**9 September 2026 at 12:00 noon**

With reference to the tender invitation of captioned subject, I regret to advise that I cannot provide the quotation(s) on the following reason(s):

(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/ Quotation Specifications cannot be met. Following mandatory clauses of Tender / Quotation 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)

Reply Slip for Site Visit Attendance Confirmation

To : Cluster Procurement & Materials Management Centre
Kowloon West Cluster, Hospital Authority
(Attn: Mr. Andy HUNG)

Fax No. : 2990 1798 (to be completed and returned by 21 August 2026)

Tender Reference: KWC/P/032-26
Tender for the Supply and Installation of Microscopes, Light, Laboratory, Fluorescence for Princess Margaret Hospital, Kowloon West Cluster, Hospital Authority

For site visit in Princess Margaret Hospital

Date	:	26 August 2026
Time	:	10:00 a.m.
Assembly Location	:	16/F, Block G, Princess Margaret Hospital
Contact Person	:	Mr. Raymond LIU
Contact No.	:	2990 1852
Department	:	Pathology

☐ We can attend the site visit.

No. of representative will attend the site visit: _____

Representative: _____ (Contact Tel: _____)
(Name)

☐ We cannot attend the site visit.

Please tick as appropriate.

Signature : _____

Name in Block Letters : _____

Name of Company : _____

_____
(Company Chop)

Date : _____