醫院管理局
HOSPITAL AUTHORITY

Name of Hospital: Hospital Authority Supporting Services Centre

Tender Ref: KWC/N/027-26 Contract No.:_____ File Ref.:_____

TENDER FOR SERVICES

LODGING OF TENDER

To be acceptable as a Tender, this Tender must be properly completed **in duplicate** and enclosed in two separately sealed plain envelopes, one marked as **"Technical Proposal"** and the other marked as **"Price Proposal"**. Both envelopes should be clearly marked "**Tender for the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority**", "Tender Reference Number: **KWC/N/027-26**" and "Tender Closing Date: **20 October 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) for 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 above documents 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** on or before **12:00 noon (Hong Kong Time)** on **20 October 2026**.

This Tender is covered by the Agreement on Government Procurement of the World Trade Organization.

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 Part I of the Tender Documents, the following words and expressions shall have the following meanings, unless the context otherwise requires

"Authority" or "Hospital Authority"	the Hospital Authority, a body corporate established under the Hospital Authority Ordinance (Cap. 113 of the laws of Hong Kong) to manage and control public hospitals in Hong Kong;
"Contract"	the Contract for the Tender Subject Matter to be entered into between the Contractor and the Hospital in Part III of the Tender Documents;
"Contractor"	the Tenderer whose Tender is accepted by the Hospital as hereinafter provided;
"Linen"	all varieties of ward bedding and staff uniform referred to in the specifications and information sheets attached hereto;
"Services"	the provision of Contingency Laundry Services under the terms hereof;
"HKG"	the Government of Hong Kong Special Administrative Region and its departments;
"HASSC"	Hospital Authority Supporting Services Centre in Kowloon West Cluster managed and controlled by the Hospital Authority;
"Hospitals"	Hospitals managed and controlled by the Hospital Authority;
"Clinics"	Family Medicine Clinics managed and controlled by the Hospital Authority;
"Authority Representative"	the Hospital Chief Executive acting for and on behalf of HASSC or any duly authorized officer for the time being performing his duties;
"Tender"	the Tender for the Tender Subject Matter;
"Tender Closing Date"	the latest date by which Tenders must be lodged as stated above;
"Tender Documents"	this Tender, comprising Part I (Terms of Tender), Part II (Tender Subject Matter), Part III (Contract), Part IV (Tenderer's Schedules), Part V (Offer to be Bound), Part VI (Memorandum of Acceptance), Part VII (Notice for Submission of Tenders) and Part VIII (Review Body on Bid Challenges) and Part IX (No Offer Reply Slip for Tender Invitation) and Part X (Reply Slip for Tender Briefing Attendance Confirmation);
"Tender Prices"	the price in Hong Kong dollars for the Tender Subject Matter;
"Tender Subject Matter"	the tender subject matter to be performed and/ or supplied by the Contractor under the Contract, the tender specifications for which are set out in Part II of the Tender Documents;
"Tenderer"	the person or persons and/ or the firm or the company whose details are set out in Part V of the Tender Documents.

PART I

TERMS OF TENDER

1. Tender Documents

The Tender Documents consist of:

(a)	Part I	-	Terms of Tender
(b)	Part II	-	Tender Subject Matter
(c)	Part III	-	Contract
(d)	Part IV	-	Tenderer's Schedules
(e)	Part V	-	Offer to be Bound
(f)	Part VI	-	Memorandum of Acceptance
(g)	Part VII	-	Notice for Submission of Tenders
(h)	Part VIII	-	Review Body on Bid Challenges
(i)	Part IX	-	No Offer Reply Slip for Tender Invitation
(j)	Part X	-	Reply Slip for Tender Briefing Attendance Confirmation

2. Invitation to Tender

Tenders are invited for the execution of the whole (or any part) of the services more particularly set out in the Schedule attached hereto subject to and in accordance with these Terms of Tender, the Tender Subject Matter set out in Part II hereof and the Contract if any, set out in Part III hereof.

3. Tender

(a) This Tender relates to the Tender Subject Matter. HASSC has the intention to choose a Tenderer based on its Tender Prices and the level of compliance with requirements in the Tender Documents. Tenders not in compliance may not be considered.

(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.

4. Tender Validity Period

(a) The Tender validity period is 180 days 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 Authority.

5. Tender Prices

(a) 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.

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

6. Accuracy of Tender 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.

7. Tenderer's Presentation

For the evaluation of quality and service of the Tenderers, the Tenderers may be invited to present their proposals to the Tender evaluation panel at its own cost. Failure to attend the presentation may render the Tender invalid.

8. Acceptance

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

9. 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.

10. Completion of Tender

The Tender and all accompanying documents (including particularly the Schedules and Offer to be Bound) must be completed in ink or typescript. All Schedules must be duly signed with the Tenderer's company chop. The tender submission will be considered invalid and will be disqualified if any of the following information is not submitted.

(a) Technical Proposal

Part IV – Tenderer's Schedules

Schedule	Description
Schedule 1	Particulars of the Parties, Term and Deposit
Schedule 2	Company / Business Organization Status
Schedule 3	A List of User References
Schedule 4	Code of Conduct

Schedule 5	Details of Laundry Site	
Schedule 6	Management and Operation Plan	
Schedule 7	Resources Plan	
Schedule 8	Organization and Supervision Plan	
Schedule 9	Specifications	
	Appendix I	Classification of Linen Handling
	Appendix II	List of Linen Items
	Appendix III	HA's Infection Prevention and Control Guidelines for Healthcare Linen
	Appendix IV	Universal Precaution Procedures to be Followed by Operators in Laundries
Schedule 10	Risk Management and Back-up Contingency Plan	
Schedule 11	Quality Management and Quality Assurance Program	
Schedule 12	Transition Plan	
Schedule 13	Occupational Safety and Health Awareness	
Schedule 14	Equipment Maintenance	
Schedule 15	Innovative Proposals	
Schedule 16	Employment of People with Disability	
Schedule 17	ESG Proposals	
Schedule 18	Capital Investment	
Schedule 19	Capacity	
Schedule 20	Guaranteed Wages for Contractor's Employees	
Schedule 21	Key Performance Indicators	
Schedule 22	Infection Control Programme and Compliance Checklist	
Schedule 25	Staff Uniform and Laundry Plan	
Schedule 26	Staff Rules	
Schedule 27	Rates of Liquidated Damages	
Schedule 28	Contract Deposit	
Schedule 29	Statement of Compliance	
Schedule 30	Confidentiality Undertaking	
Schedule 31	Declaration of Conflict of Interest by Tenderer	
Schedule 32	Consent to Disclosure	

(b) <u>Price Proposal</u>

Part IV – Tenderer's Schedules

Schedule	**Description**
Schedule 23	Price Schedule
Schedule 24	Payment Discount

(c) <u>Part V – Offer to be Bound</u>

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

11. Tender Preparation

11.1 The Tender and all accompanying documents must be completed and submitted in the manner stipulated under 'Lodging of Tender' in the front page. If the Tender is to be submitted via a courier and a receipt is needed, please instruct the courier to contact the Cluster Procurement and Materials Management Centre 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.

11.2 Tenderers must complete Part V "OFFER TO BE BOUND" in duplicate and attach thereto all Tender Documents with the item(s) in the **Schedule 23 (Price Schedule)** of Tender fully priced and all necessary information provided including descriptive literature, catalogues, operating and maintenance manuals, drawings, diagrams and documentary evidence which are necessary for Tender Evaluation. Failure to comply with the requirement may render the Tender invalid.

11.3 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.

11.4 Two-Envelope Bidding

11.4.1 This Tender is conducted in a two-envelope bidding process. Tenderers must submit the technical and price information in two separately sealed envelopes (without identification of company name) clearly marked with the word "Technical Proposal" and "Price Proposal" respectively in the following manner:

(i) **Technical Proposal** – contains the complete set of Tender Documents, EXCEPT Price **Schedule 23 (Price Schedule), Schedule 24 (Payment Discount)**, and all supplementing quotations.

(ii) **Price Proposal** – contains the Price Schedules in **Schedule 23 (Price Schedule), Schedule 24 (Payment Discount),** and all 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) for 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.

11.4.2 The Authority Representative will complete the technical assessment first by evaluating the technical proposals of the Tenders according to the Selection Criteria. The proposals of those Tenders that can meet the technical assessment will be evaluated further based on the price proposal.

12. Criteria for Tender Evaluation and Marking Scheme

12.1 The tender offers will be assessed by a Tender Assessment Panel (TAP) set up by HASSC.

12.2 All Tenders complying with the requirements as stipulated in the Tender Documents will be evaluated. Tenderers may be required to present their proposals if deemed necessary.

12.3 The following marking scheme will be applied for the evaluation of the Tenders:

12.4 The Authority will evaluate the tender offers in the following manner:-

Step 1 – Technical Evaluation (50 Marks)

1.	**Price Factor (50%)**		**Score (Marks)**	**Passing Mark**
1.1	Tender Prices		50	Not applicable
2.	**Non-Price Factor (50%)**			
2.1	Company experience and track record		7.5	Not applicable
2.2	(1) Tenderer's Execution Plan, in term of		28	50% of the assigned scores for 2.2(1)(a to i) (i.e. passing mark requirement of 12.5 is required)
	(a)	Management and/or Operation Plan		
	(b)	Resources Plan		
	(c)	Organisation and/or Supervision Plan		
	(d)	Risk Management and/or Contingency Plan		
	(e)	Quality Assurance Plan		
	(f)	Transition Plan		
	(g)	Compliance Plan		
	(h)	Key Performance Indicators		

	(i)	Infection Control Programme and Compliance Checklist		
	(j)	Capital Investment		2.2(1)(j to k) Not applicable
	(k)	Maintenance Plan		
	(2) Innovative Suggestions		8	Not applicable
	(a)	Pro-Innovation Proposals		
	(b)	Environmental Protection, Social Responsibility or Governance (ESG) Proposals		
2.3	Other Specific Criteria		6.5	Not applicable
	(a)	Record of Performance		
	(b)	Capacity		
		Total:	**100**	

Step 2 – Price Evaluation (50 marks)

Tenderers who have passed the Technical Evaluation in Step 1 as shown in the above table shall be proceeded to the next stage of Price Evaluation. The price evaluation will be based on the Price Schedule in **Schedule 23 (Price Schedule)** of Part IV (Tenderer's Schedules) in accordance with the following formula:-

$$50 \text{ Marks} \quad x \quad \frac{\text{The Lowest Fee Proposal out of all tenders}}{\text{The Fee Proposal offered by a Tender under Evaluation}}$$

Step 3 – Combined Scores (100 marks)

The Authority shall calculate the combined scores attained under Steps 1 and 2. The combined score will be calculated following the formula below:

Total combined score = Total marks of Technical Assessment + Total marks of Price Assessment

In general, Tenders with the highest combined score will be awarded with the Contract subject to basis of acceptance stipulated in Clause 14 of Part I. If two or more Tenders obtain the same highest combined score, the Tender which obtains the highest technical score will normally be recommended for acceptance.

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

13. Negotiation

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

14. Basis for Acceptance

This Tender may be considered and accepted on **an overall** basis. The Authority reserves the right to award the Contract to more than one (1) Tenderer.

15. Award of Contract

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.

16. Placement of Order

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

17. Tenderer's Enquiries

17.1 Any enquiries from the 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
Cluster Procurement & Materials Management Centre
Address: Room 602, 6/F, Block L, Princess Margaret Hospital
2-10 Princess Margaret Hospital Road
Kwai Chung, New Territories, Hong Kong
(Attn: Ms Clara LAU)
E-mail Address: LL343@ha.org.hk
Tel.: 2990 3598 Fax: 2990 3822

17.2 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 submission. 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.

17.3 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
Hospital Authority
Address: Room 602, 6/F, Block L, Princess Margaret Hospital
2-10 Princess Margaret Hospital Road
Kwai Chung, New Territories, Hong Kong
(Attn: Mr Thomas KAN, General Manager i/c of Cluster Procurement, KWC)
E-mail Address: yckan@ha.org.hk

18. Company/ Business Organization Status

(a) Tenderers must provide the following details in **Schedule 2 (Company / Business Organization Status)** 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 Tender Subject Matter.

(iii) Company infrastructure, organizational chart and number of employees in the company.

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

(v) 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.

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

(vii) 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.

(viii) 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 of the Tender Subject Matter.

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

(b) Tenderers should also provide in **Schedule 3 (A List of User References)** to HASSC with their Tenders a list of a minimum of five clients, if any, of the Tenderer for the Tender Subject Matter. For each user the following information should be furnished:

(i) Name of client.

(ii) Name, address, telephone number and fax number for contact.

(iii) Summary of the Tender Subject Matter performed and / or supplied by the Tenderer and records of past and present serving company or institution supplied by the Tenderer.

By submission of the Tender, the Tenderer authorizes HASSC to contact its clients for reference checking, and for its clients to disclose information to HASSC relating to the Tenderer without reference to or approval from the Tenderer.

(iv) Where required in this Tender, the Tenderer must provide information on the sites where the Tenderer provides services similar to the Tender Subject Matter to facilitate HASSC's evaluation of its Tender. HASSC is free to choose which of the sites it wishes to visit.

19. Statement of Compliance

Tenderers are required to complete **Schedule 29 (Statement of Compliance)**, in particular, provide the Certificate of Non-collusion and confirm that offer(s) submitted comply with the required specification in every aspect. If Tenderers wish to include counter-proposal in their Tender reply, the counter-proposal must be clearly stated in the reply. The Authority Representative reserves the right to accept or reject any such offer.

20. Payment

Payment will be made in Hong Kong dollars.

21. Payment Discounts

Tenderers are required to indicate in **Schedule 24 (Payment Discount)** the discount they would allow on the Tender prices if acceptance of services is confirmed and payment for each consignment/ service is made in full.

22. 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.

23. 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:

23.1 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

23.2 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.

24. Commitment to Environmentally Responsible Purchasing

24.1 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.

24.2 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.

25. Environmental Friendly Measures

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

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

25.2 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.

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

26. Consent to Disclosure

26.1 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.

26.2 For the purposes of this clause, each Tenderer shall complete, execute and deliver to the Authority a Consent to Disclosure in the form as set out in **Schedule 32 (Consent to Disclosure)**.

27. Contract Deposit

27.1 The successful Tenderer is required to deposit with the Authority 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 Contract value as a security for the due and faithful performance of its Services under the Contract (the "Deposit"), 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 Annex 1 to Part I.

27.2 The Tenderer shall elect in **Schedule 28 (Contract Deposit)** which method it prefers to

pay the Deposit 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 it prefers, it will be deemed that the Tenderer has agreed to pay the Contract deposit by cheque to the Authority.

27.3 The successful Tenderer must place and maintain the full amount of the Deposit throughout the Term of this Contract and until the date falling 3 months after the end of the Term 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.

27.4 Should the successful Tenderer fail to place the Deposit with the Authority by the due date aforesaid, the Authority may in its absolute discretion terminate the Contract by notice in writing to the successful Tenderer.

28. Contractor Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded a contract by the Authority, the Tenderer's performance in relation to the contract shall be monitored and taken into account in evaluating the Tenderer's offers or tenders in response to invitations for tenders/ quotations 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 in the tender/ quotation evaluation, whether or not the type(s) of services concerned in its performance record is of the same type of services under evaluation and/or (ii) exclude that Tenderer, its holding company, subsidiaries and associated companies from participation in tendering / bidding, 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 / bidding by the Authority, such as the name of the Contractor/ Tenderer and duration, without reference to or consent from the Contractor/Tenderer. Tenders from the Tenderer who has been excluded from participation in tendering / bidding by the Authority shall be rejected. The Tenderer undertakes that it will not, and it will procure that its holding company, subsidiaries and associated companies will not, act in a manner inconsistent with the right of the Authority under this Clause.

29. 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 4 (Code of Conduct)** 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

30. Offering Gratuities

30.1 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.

30.2 Failure to so procure or any act of offering, soliciting or accepting advantage referred to in Clause 30.1 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.

31. Cancellation of Tender

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

32. 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.

33. Personal Data

(a) The Authority may, to permit performance of this Contract, require that certain Personal Data or information of the Contractor and the Contractor Personnel be provided by the Contractor.

(b) Any such Personal Data will be used for purposes relating to this Contract. If insufficient or incorrect information is provided, the Authority may terminate this Contract for breach in accordance with Clause 45 (Termination of Contract).

(c) Personal data provided by the Contractor may be disclosed to the parties responsible for overseeing the performance of this Contract, evaluating the Contractor in relation to this Contract, and to comply with legal obligations on the Authority.

34. Confidentiality and Protection of Personal Data/Confidential Information

Tenderers are requested to keep all information obtained from the Tender and Personal Data confidential and comply with the PDPO at all times. Upon request by the Authority, the Contractor shall procure that all the Contractor Personnel sign a confidentiality undertaking in the form set out in **Schedule 30 (Confidentiality Undertaking)** prior to commencing any work in accordance with this Contract.

35. General

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

35.2 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).

35.3 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.

36. Contractor's Staff

(a) The Authority is equal opportunities employers and require the Contractor to be equal opportunities employers.

(b) HASSC requires the Contractor to ensure that the working hours of its staff and their wages align with market practices and comply with all applicable laws in Hong Kong.

(c) The Authority requires the Contractor to have an appropriate occupational safety and health system in place.

37. Tenderer's Commitment

37.1 All Tenders, information and responses from each Tenderer must be submitted in writing. The relevant provisions of this invitation to Tender and such documents so submitted shall become the representation of the Tenderers and may at HASSC sole option be incorporated into and be made part of the Contract between HASSC and the successful Tenderer.

37.2 HASSC reserves the right to disqualify any Tenderer who submits a Tender that directly or indirectly attempts to preclude or limit the effect of this requirement.

37.3 The Tenderer must submit its Tender on the basis that it accepts and agrees to all the terms of the Contract.

37.4 The Tenderer must submit its Tender on the basis that it authorises HASSC to contact the users provided under Clause 18(b) above for the purpose of checking references and that it authorises the users to disclose to HASSC information relating to the Tenderer without further reference or approval from the Tenderer.

37.5 Tenderer must not disclose or transfer the information and data provided in this tender which belongs to HASSC to a third party without the prior permission from HASSC.

37.6 Each tenderer is required to sign a Certificate of Non-collusion at **Schedule 29 (Statement of Compliance)** to certify that its Tender Submission is bona fide.

37.7 The Tenderer is forbidden from offering advantage of any kind to any Authority staff or persons representing the Authority in relation to the Tender exercise.

38. Tender Superseded by Contract

When the Authority Representative notifies the Tenderer of its acceptance of his Tender, there shall be a binding Contract and the Tenderer will be bound to forthwith comply with the terms and conditions of the Contract which will replace and supersede the terms of the Tender.

39. Infection Control Measures

HASSC has drawn up an infection control compliance checklist as a risk management programme for the Contractor to safeguard the safety and health of the Contractor. The Tenderer shall indicate in **Schedule 22 (Infection Control Programme and Compliance Checklist)** their compliance of the infection control measures in this Tender submission and the Contractor is required to comply with any new requirements specified from time to time.

40. 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.

41. 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 29 (Statement 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.

42. Conflict of Interest

42.1 Without limiting the Authority's right and the Contractor's obligations under Clause 38 of Part III - Contract, Tenderers must declare in **Schedule 31 (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 31 (Declaration of Conflict of Interest by Tenderer)**, such Tenderer should immediately notify the Authority in writing.

42.2 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.

43. Tender Briefing

The Tenderer must attend tender briefing prior to submission of the Tender offer in order to provide an accurate quote and avoid any potential dispute. Failure to attend the tender briefing may render the Tender invalid. For registration of tender briefing, please complete the enclosed **"Reply Slip for Tender Briefing Attendance Confirmation"**.

Ms Wendy KWOK for Cluster Chief Executive
Kowloon West Cluster, Hospital Authority
Authority Representative

Dated: 7th September 2026

Annex 1 to Part I

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

THIS GUARANTEE is made the day of 20____.

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.

PART II

TENDER SUBJECT MATTER

1. BACKGROUND

1.1 The Central Laundry of the Hospital Authority Supporting Services Centre (HASSC), located adjacent to North Lantau Hospital in Tung Chung, leverages advanced automation and robotics to provide centralized laundry services for hospitals and clinics across Hong Kong. The facility is designed with an annual production capacity of approximately 33.16 million kilograms of linen.

2. TERM OF THE CONTRACT

2.1 The Contract shall be for a period of 36 months tentatively from 1 April 2027 to 31 March 2030. The Authority Representative reserves the right to extend the Contract for a further period of 24 months or less on the same terms and conditions. The Authority Representative may exercise this right at any time by written notice to the Contractor prior to the expiry of the 36-month term.

3. SPECIFICATION

3.1 The Contractor will be required to provide to the Central Laundry of Hospital Authority Supporting Services Centre the Contingency Laundry Services. Details of specification requirements are listed in **Schedule 9 (Specifications)**.

4. PAYMENT OF SERVICES

4.1 Payment will be made in Hong Kong Dollars.

4.2 Payment will be made on a monthly basis after the services have been performed and after the certification by the Authority representative that the services have, in all respects, been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Authority. Payment shall be made within thirty (30) days after such certification.

4.3 Invoices and correspondence concerning payment must be forwarded to HASSC for payment. The Authority Representative shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed.

5. AUTHORITY PROPERTY

5.1 When Authority property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Authority Representative and the Contractor shall render such assistance as is necessary for this purpose.

6. DETAILS OF LAUNDRY SITE

6.1 Tenderer shall provide and attach as **Schedule 5 (Details of Laundry Site)** provided for this tender.

7. MANAGEMENT AND OPERATION PLAN

7.1 The Tenderer shall provide and attach as **Schedule 6 (Management and Operation Plan)** full details to the Operation Procedure and Cleansing Schedule for this tender.

8. RESOURCES PLAN

8.1 Tenderer shall provide and attached in **Schedule 7 (Resources Plan)** the details including but

not limited to the details of qualification and experience of all ranks of on-site staff and off-site management staff.

9. ORGANIZATION AND SUPERVISION PLAN

9.1 The Tenderer shall provide details of the manpower plan as stated in **Schedule 8 (Organization and Supervision Plan)** including but not limited to organization chart and job duty details, as well as supervision plan to for this Tender.

10. RISK MANAGEMENT AND BACK-UP CONTINGENCY PLAN

10.1 Tenderer shall provide and attach in **Schedule 10 (Risk Management and Back-up Contingency Plan)** details of risk management/ back-up contingency/ support.

11. QUALITY MANAGEMENT AND QUALITY ASSURANCE PROGRAM

11.1 The Tenderer shall provide and attach in **Schedule 11 (Quality Management and Quality Assurance Program)** full details of their Quality Management System together with the monitoring and reporting procedures of the delivery of the Services, so as to ensure that the standard set out in the Contract are met. Documented procedures and checklists, responsible parties and frequency of monitoring shall be detailed.

12. TRANSITION PLAN

12.1 Tenderer shall provide and attach in **Schedule 12 (Transition Plan)** details of transition plan for this Tender.

13. OCCUPATIONAL SAFETY AND HEALTH AWARENESS

13.1 Tenderer shall provide and attach in **Schedule 13 (Occupational Safety and Health Awareness)** details of occupational safety and health proposals for this tender.

14. EQUIPMENT MAINTENANCE

14.1 Tenderer shall provide and attach in **Schedule 14 (Equipment Maintenance)** details of maintenance plan for this Tender.

15. INNOVATIVE PROPOSALS

15.1 Tenderer shall provide and attach in **Schedule 15 (Innovative Proposals)** full details of its proposal without cost implication to the Authority to meet the Authority's services improvement needs.

16. ESG Proposals

16.1 Tenderer shall provide and attach in **Schedule 17 (ESG Proposals)** details of relevant proposals to improve environmental protection, social responsibility or governance (ESG) for the Authority's consideration.

17. CAPITAL INVESTMENT

17.1 The Tenderer shall provide and attach in **Schedule 18 (Capital Investment)** full details of the investment, equipment and facilities to be provided for this tender.

18. CAPACITY

18.1 The Tenderer shall provide details of the capacities of washing section, dying section, calendaring section and folding section as stated in **Schedule 19 (Capacity)**.

19. KEY PERFORMANCE INDICATORS

19.1 Tenderer is requested to submit in **Schedule 21 (Key Performance Indicators)** its own corporate Key Performance Indicator and confirm the compliance on the Key Performance Indicators requested by the HASSC.

20. INFECTION CONTROL

20.1 Tenderer is requested in **Schedule 22 (Infection Control Programme and Compliance Checklist)** to complete a checklist on infection control measures for the purpose of tender assessment. The Tenderer shall also provide details of environmental hygiene measures and controls at site.

21. CONTRACTORS' REPRESENTATIVES

21.1 The Contractor is required to appoint a contract manager and deputy within its organization who will have the responsibility and commensurate authority for the overall progress of the work and to whom all questions by HASSC regarding the Contract can be referred. The Contractor shall ensure that the contract manager and the deputy can reasonably be contacted outside normal office hours.

PART III

CONTRACT

DATED : _____

PARTIES:

1. Hospital Authority Supporting Services Centre whose details are set out in Part A of **Schedule 1** ("**HASSC** "); and

2. The person whose details are set out in Part B of **Schedule 1** ("**the Contractor**").

WHEREAS:

A. HASSC has invited tenders for the provision to HASSC of the Services, and the Contractor is the successful tenderer.

B. The terms of the tender provided for the entering into by the parties of this Contract which will replace and supersede the terms of the tender.

NOW THEREFORE IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Contract, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Deposit"	the amount to be deposited by the Contractor with HASSC pursuant to Part C as specified in **Schedule 1 (Particulars of the Parties, Term and Deposit)**;
"HASSC "	Hospital Authority Supporting Services Centre in Kowloon West Cluster managed and controlled by the Hospital Authority;
"Hospitals"	Hospitals managed and controlled by the Hospital Authority;
"Clinics"	Family Medicine Clinics managed and controlled by the Hospital Authority / the Department of Health;
"Authority Representative"	Hospital Chief Executive acting for and on behalf of HASSC or any duly authorized officer for the time being performing his duties;
"Linen"	all varieties of ward bedding and staff uniform referred to in the specifications and information sheets attached hereto;

"Mode of Operation"	the method of providing the contingency laundry services as specified in **Schedule 9 (Specifications)**;
"Permit"	such permit(s) or licence(s) issued in favour of the Contractor by competent authorities as may be required (if any) under any applicable law for the performance of the Services;
"Price"	the price of the Services as set out in **Schedule 23 (Price Schedule)**;
"Services"	the supply of contingency laundry services under the terms hereof;
"Specification"	the specification of the Services to be supplied by the Contractor as set out in **Schedule 9 (Specifications)** and any other specifications and any variations thereto as agreed in writing between the Contractor and the HASSC;
"Staff Rules"	the rules concerning the conduct, appearance and dress of Contractor's staff, published by the HASSC from time to time including the rules contained in **Schedule 26 (Staff Rules)**;
"Tender"	the tender made by the Contractor;
"Term"	the term of this Contract set out in Part D of **Schedule 1 (Particulars of the Parties, Term and Deposit)**.

1.2 References to Clauses are references to clauses or sub-clauses of this Contract unless otherwise specified.

1.3 Headings are for ease of reference only and do not form part of this Contract.

1.4 References to Schedules are to Schedules of this Contract which are incorporated as part of this Contract.

1.5 References to any ordinance, regulation or statutory provision or requirement include references to such ordinance, regulation, provision or requirement as modified, codified or re-enacted.

1.6 The masculine includes the feminine and neuter gender. The singular includes the plural and vice versa.

2. LICENCES/ PERMITS

2.1 The Contractor shall be solely responsible for obtaining and maintaining in effect such current licence / permit which authorizes the Contractor to legally perform the Services and any matter incidental to the performance of the Services. The Contractor should ensure that all Permits possessed remain valid during the Contract period and that a mechanism is in place to ensure this can be achieved. Relevant proof should be provided to the HASSC to facilitate their periodic random checking.

2.2 The Contractor shall notify the HASSC in writing immediately upon any withdrawal, cancellation, suspension or modification of the licence/ permit which authorizes it to perform the Services.

2.3 The Contractor shall immediately cease to perform the Services and the HASSC shall be immediately entitled to terminate this Contract in accordance with the provision hereunder if any licence/ permit which authorizes the performance of the Services is withdrawn, cancelled, suspended or modified.

3. CONTRACTOR'S OBLIGATIONS

3.1 Provision of the Services

(a) The Contractor shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the Term, including outbreak of infectious diseases, and the HASSC shall pay to the Contractor all sums due to the Contractor for the performance of the Services.

(b) The Contractor shall diligently, promptly and properly provide and co-ordinate the provision of the Services to the HASSC and comply with its duties and obligations in this Contract to the satisfaction of the HASSC.

(c) The Contractor shall ensure that at all times it has adequate staff, tools and equipment to efficiently and properly fulfil its obligations under this Contract.

(d) The Contractor will provide the Services in a satisfactory and skilful manner and shall meet to the satisfaction of the HASSC any complaints and criticisms that may be made.

(e) The Contractor shall comply with all laws, rules and regulations applicable to its provision of the Services.

(f) The Contractor shall provide all necessary assistance and all information on all matters in relation to the Services requested by the HASSC and/ or its designated representatives.

(g) The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the HASSC and/ or its designated representatives.

(h) The HASSC may issue warnings to the Contractor on all matters relating to the provision of the Services and the Contractor shall immediately take all remedial action which may reasonably be required.

(i) The Contractor and its staff shall in performing any duties and obligations under this Contract during the Term minimize disturbance to patients, staff or visitors of the HASSC and Hospitals and Clinics or disruption to the normal routines and operations at the HASSC and Hospitals and Clinics.

(j) The Contractor shall provide warning signs required under this Contract and take all associated safety measures to ensure that during and after any service process every reasonable measure is taken to ensure the prevention of injury to building users and visitors and damage to the HASSC and Hospitals and Clinics.

(k) The Contractor shall not use any materials in the provision of the Services in any way that may cause harm, discomfort or detriment to the health of the patients, staff or visitors of the HASSC and Hospitals and Clinics.

3.2 Operation of the laundry service

(a) The Contractor shall provide the service in accordance with **Schedule 9 (Specifications)**.

(b) The Contractor shall ensure that at all times it has adequate staff and equipment to fulfil its obligations hereunder in an efficient manner.

(c) The Contractor shall monitor the levels of the Services provided. The Contractor shall take into account comments and suggestions given on the service. The Contractor shall from time to time carry out the improvement actions as agreed and/or instructed by the HASSC management.

3.3 Hygiene

(a) The Contractor shall at all times maintain high standards of hygiene and general cleanliness of linen items and ensure compliance with all legal, regulatory and HASSC requirements affecting the Services.

3.4 Outgoings

(a) The Contractor shall at its own cost provide, maintain and replace as necessary all linen trolleys and related equipment required to provide the Services.

(b) The Contractor shall, at its own expense, maintain that all kind of wastes including without limitation liquid, solid, smoke, fume, exhaust air that may be discharged from any outlets of the laundry factory would satisfy all applicable legal and statutory requirements and all applicable requirements and regulations of the Environmental Protection Department. The Contractor shall be solely responsible at its own cost for the supply and installation of any treatment plant or equipment or device as may be necessary for the purpose of satisfying all applicable legal and statutory requirements and all applicable requirements of the Environmental Protection Department. The Contractor shall be responsible for all the necessary submissions in relation to waste treatment installations to the Environmental Protection Department and any other competent authorities.

3.5 Staff

(a) The Contractor shall employ an adequate number of staff to provide the Services. The Contractor's staff shall be agents and/or employees of the Contractor and not of the HASSC. The Contractor shall comply with the Immigration Ordinance (Cap. 115 of the laws of Hong Kong) of not employing illegal workers. Only lawfully employable persons as provided by the law shall be employed by the Contractor in any case. The Contractor shall pay all wages, salaries, fees, insurance and all other charges and sums payable to or in connection with the employment or engagement of the Contractor's staff. The Contractor shall not employ any person who is suffering from or is a carrier of a communicable disease. The Contractor shall not employ illegal workers.

(b) The Contractor shall ensure that at all times during the Term, its staff perform all its obligations under this Contract and comply with all rules, regulations and requirements imposed by the HASSC from time to time including the Staff Rules, increased frequency, varied routes and any requirement on health and safety and impromptu requests for assistance.

(c) Upon written requests from the HASSC, the Contractor shall immediately remove and replace any staff whose performance is unsatisfactory to the HASSC to ensure that services shall not be disrupted. Such replacement shall comply with the requirements in this Contract. Failure in finding suitable replacement immediately by the Contractor will entitle the HASSC to claim liquidated damages in accordance with Clause 17.

(d) The HASSC may from time to time request, and on such request the Contractor shall deliver to the HASSC, all up to date personal information on its staff engaged in the provision of the Services. Such information shall include, but not be limited to, their names, photographs, addresses, identity card numbers, permits, signed written employment contracts with its staff (except temporary leave reliefs), specifying the major terms of employment inclusive of wages, working hours and rest days and such other information as may be required by the HASSC from time to time.

(e) The Contractor shall be responsible for the good conduct of its staff whilst on HASSC and Hospitals and Clinics premises and shall ensure that such staff do not solicit or accept any money or gifts or, unless approved by the HASSC, perform any other work or employment (whether paid or unpaid) whilst deployed to provide the Services at the HASSC and Hospitals and Clinics. The Contractor shall further ensure that its staff shall not use any part of the HASSC and Hospitals and Clinics for any purpose unrelated to their duties

hereunder.

(f) The Contractor shall provide to its staff tidy and distinguishable uniforms. The uniforms (and any changes thereto) shall have been approved by the HASSC. The Contractor shall provide to the HASSC for approval on or before commencement of this Contract coloured photographs showing in identifiable detail the proposed uniforms (both summer and winter if different) in full length. Cost of laundry for uniforms shall be borne by the Contractor.

(g) The Contractor shall not pay the Contractor staff wages, salaries or other fees in cash in the HASSC and Hospitals and Clinics compound.

(h) The HASSC and Hospitals and Clinics shall be entitled to request on reasonable grounds (including but not limited to medical, security and disciplinary) the withdrawal of the Contractor's staff.

(i) The Contractor shall provide details related to person(s) with disability but capable of providing the Services in **Schedule 16 (Employment of People with Disability)**. The Contractor shall ensure that the number of person(s) with disability he proposed to employ in this Contract must be fulfilled. The HASSC shall have the right to request the Contractor to provide evidence of such employment for inspection during the Term.

(j) The Contractor shall pay to its staff according to the salary package provided to the HASSC as per **Schedule 20 (Guaranteed Wages for Contractor's Employees)**. Prior approval from HASSC is required for any deductions from given salary package as stated in **Schedule 20 (Guaranteed Wages for Contractor's Employees)** by the Contractor. Unauthorized deductions by the Contractor would be deducted correspondingly in accordance with **Schedule 27 (Rates of Liquidated Damages)**.

(k) The HASSC may request that the Contractor's staff undergo such x-ray examinations or tests or be injected with such medication as it may be required and the Contractor shall ensure that its staff undergo such procedures and that all examination or test results are submitted to the HASSC.

(l) The Contractor shall provide adequate supervision and immediate training in Infection Control and Safety and Health aspects up to Infection Control Guideline issued by Hospital Authority.

(m) The Contractor's staff shall ensure smooth and effective communication with the Authority. All supervisory grades shall be equipped with mobile phones communication system which should be switched on at all times during the execution of the Services. Any communication by the Authority Representative through such communication systems should be responded within five (5) minutes.

3.6 Prohibitions

(a) The Contractor shall not delegate any duties or obligations arising under this Contract otherwise than as may be expressly permitted hereunder.

(b) The Contractor shall not use, cause, permit or suffer to be used any part of the HASSC and Hospitals and Clinics for gambling or for any illegal, immoral or improper purpose or in any way so as to cause nuisance, annoyance, inconvenience or damage to the HASSC and Hospitals and Clinics or the users of the HASSC and Hospitals and Clinics.

3.7 Assistance

(a) The Contractor shall provide all assistance and all information on all matters in relation to the Services requested by the HASSC and/ or its designated representatives.

(b) The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the HASSC and/ or its designated representatives from time to time.

4. THE HASSC'S OBLIGATIONS

4.1 The HASSC shall pay for the Services at the Price for such Services specified in the Specification, which shall be provided on the terms and conditions of this Contract, to the exclusion of all other terms and conditions whatsoever.

4.2 The Contractor shall be entitled to invoice the HASSC for the Prices set out in the Specification, and in accordance with the payment schedule set out therein. Payment for the Services will be made in arrears. Any payment payable by the HASSC hereunder shall be paid within 30 days after the receipt by the HASSC of the contractor's invoice therefore.

4.3 The HASSC shall pay to the Contractor the Price in the manner set out in the payment schedule of the Specification.

4.4 The Price shall include all tax, duties and any other levies, surcharges, charges or disbursements that may be applicable or incurred by the Contractor in the provision of the Services. No further payment shall be made in respect thereof by the HASSC.

4.5 The Contractor shall not be entitled to any increase in the Price by reason of foreign exchange fluctuation.

5. ADDITIONAL POWERS OF THE HASSC

5.1 The HASSC may issue warnings to the Contractor on all matters relating to the provision of the Services and the Contractor shall immediately take all remedial action which may reasonably be required.

5.2 The HASSC shall monitor the Contractor on all matters relating to the provision of the Services including without limitation:

(a) the washing specifications;

(b) the hygiene standards;

(c) the standard of the Contractor's staff;

(d) the end-users' satisfaction with the Contractor; and

(e) the achievements of the key performance indicators as set out in **Schedule 21 (Key Performance Indicators)**.

5.3 The HASSC may from time to time carry out any works in the nature of maintenance, repair, renovation, alteration, construction, decoration, upgrading, conversion of any other work types, or relocate other facilities or equipment in the HASSC and Hospitals and Clinics buildings, car park, and/ or other surrounding areas, or implement access control for pedestrian/ traffic flow. The contractor shall have no claim whatsoever against the HASSC for any damages or compensation, including but not limited to additional workload imposed on the Contractor, noise disturbance, dust/air pollution, temporary suspension of supply of electricity and/ or water and/ or towngas, temporary blockage of access to any areas within the HASSC and Hospitals and Clinics campus, fire alarm, water leakage and overflow, spalling concrete, collapse/ sagging of false ceiling tiles/ suspension frame, damages or compensation for disruption of business that may arise as a result of or in connection with such works or change in surrounding areas.

5.4 The HASSC reserves the right to instruct the Contractor to appoint nominated sub-contractors to supply and fix materials or goods or to execute work.

6. ACCESS GRANTED TO CONTRACTOR

6.1 The HASSC and Hospitals and Clinics shall grant access of designated areas of the HASSC and Hospitals and Clinics compound to the Contractor as may be necessary for it to perform this

Contract, provided that the HASSC and Hospitals and Clinics shall be entitled to close at any time and for any period such areas, or any parts thereof if the HASSC and Hospitals and Clinics in its opinion shall consider it expedient so to do.

6.2 Upon closure of any Part of the HASSC and Hospitals and Clinics compound and/or on demand of the HASSC and Hospitals and Clinics, the Contractor and its staff shall forthwith suspend the services and leave the area as directed by the HASSC and Hospitals and Clinics.

7. AUTHORITY PROPERTY

7.1 When Authority property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Authority Representative and the Contractor shall render such assistance as is necessary for this purpose.

8. DAMAGE TO HASSC AND HOSPITALS AND CLINICS PROPERTY

8.1 If the Contractor shall by any act, omission or neglect by himself, his agent, servants, workmen or others, cause or suffer any injury or damage to be done to the equipment or HASSC and Hospitals and Clinics property, such injury or damage shall be made good at the cost of the Contractor.

9. HASSC'S PREMISES/ CONTRACTOR'S PREMISES

9.1 The Contractor shall ensure that all persons engaged by him in carrying out this Contract keep to such parts of HASSC and Hospitals and Clinics premises as are necessary for the due discharge of the Contractors' obligation under this Contract.

9.2 Where the services are carried out on the contractor's premises shall be open to inspection by the HASSC at all reasonable times.

9.3 The safety of any craft, vessels and vehicles used by the Contractor and brought alongside or onto the HASSC and Hospitals and Clinics premises, as the case may be shall be the responsibility of the Contractor, who shall indemnify the HASSC and Hospitals and Clinics in respect of any loss or damage to such HASSC and Hospitals and Clinics premises.

10. TERM

10.1 This Contract shall be for the duration of the Term.

10.2 The HASSC shall have an option to renew this Contract for a further term of 24 months or less from the expiry of the Term upon the same terms and conditions herein contained save and except this option clause.

10.3 The HASSC may exercise this option at any time by written notice to the Contractor prior to the expiration of the Term.

11. INSURANCE

The Contractor shall:

11.1 take out and maintain adequate insurance with a reputable insurance company and, if required by the Authority, name the Authority as the co-insured to cover all of its liabilities under ordinances, statute or at common law in respect of personal injury to or death of any person and loss or damage to property, whether real or personal, as a result of the provision of the Services (including death or personal injury of the Contractor's staff) and shall ensure that such insurance covers claims against the Contractor arising at common law on an unlimited liability basis. The insurance policy must also:

(i) include a cross liability clause enabling one insured person to claim against the insurer even if the party making the claim against that insured person is also insured under the policy; and
(ii) include a clause waiving the insurer's rights of subrogation against all the insured persons.

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

11.3 supply the Authority with copies of insurance policies taken out in compliance with this Clause and evidence of all renewals thereof.

12. WARRANTIES

12.1 The Contractor warrants that it has been issued with a current licence/ permit which has not been withdrawn, cancelled, modified or suspended and which authorises the Contractor to perform the Services and any matters incidental to the performance of the Services and further warrants that it shall maintain and renew such licence/ permit during the Term.

12.2 The Contractor warrants that the Services will be performed by competent persons exercising appropriate skill and care and that such persons shall hold all necessary and valid licences and permits as may be required by law to perform such Services.

12.3 The Contractor warrants that no announcement or publicity concerning this Contract or any matter ancillary thereto shall be made by the Contractor without the prior consent of the HASSC.

12.4 The Contractor undertakes to forthwith remedy free of charge to the HASSC any failure in the Services.

12.5 The Contractor undertakes to rectify any faulty or inadequate Services forthwith by such appropriate action or otherwise at the HASSC's option.

12.6 If the Contractor fails to perform its obligations under this Clause then the provisions of Clause 45 shall apply.

12.7 The Contractor's liability under this Clause shall be in addition to any warranty or condition, express or implied, statutory or otherwise as to the merchantability or fitness for a particular purpose of the Services or any part thereof or relating to the supply of services generally.

13. INDEMNITIES AND LIABILITIES

13.1 The Contractor shall indemnify the Authority, its employees, directors and agents, and, where applicable, the Authorised Users and their employees, directors and agents ("Authority Indemnified Parties") and keep the Authority Indemnified Parties fully and effectively indemnified from and against any and all losses, expenses (whether direct, indirect or consequential) including all legal fees and costs, damages or liabilities (whether civil, criminal, statutory or otherwise) claims, demands, actions, proceedings of whatever nature suffered or incurred by the Authority Indemnified Parties arising out of or in relation to or resulting from:

(i) a breach of this Contract by the Contractor or the Contractor Personnel;

(ii) any negligent act, omission, defaults or neglects of the Contractor or the Contractor Personnel;

(iii) damage to any property or injury to any persons caused by any negligent act or omission or wilful conduct of the Contractor or the Contractor Personnel; or

(iv) any Defects in the design, material, workmanship or installation of the Equipment / System including Hardware and/or Software.

13.2 The Contractor warrants and undertakes: -

(i) that it has good and sufficient title in each Equipment / System and in every part thereof to enable it to pass the title of each Equipment / System to the Authority;

(ii) that where the Contractor supplies a third party software to the Authority, it has or shall have, prior to the delivery of such Software, a valid and continuing licence under which it is entitled to sub-license without further payment all Intellectual Property Rights (including without limitation any patent, copyright, registered design or trademark) to the Authority under this Contract.

13.3 The Contractor shall indemnify the Authority Indemnified Parties and keep the Authority Indemnified Parties fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use or possession of each Equipment / System or any part thereof infringes the Intellectual Property Rights (including without limitation any patent, copyright, registered design or trademark) of any third party, subject to the following conditions:

(i) the Authority shall promptly notify the Contractor in writing of any allegations of infringement of which it has been notified and will not make any admissions without the Contractor's prior written consent;

(ii) the Authority, at the Contractor's request and expense, shall allow the Contractor to conduct and/or settle all negotiations and litigation resulting from any such claim;

(iii) the Authority shall, at the request of the Contractor, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by the Contractor for any expenses incurred in so doing.

13.4 If the Authority's use or possession of each Equipment / System or any part thereof is held by a court to constitute an infringement of a third party's Intellectual Property Rights or if such use or possession is likely to constitute such an infringement then the Contractor shall, without prejudice to any of the Authority's other rights or remedies, promptly and at its own expense:

(i) procure for the Authority the right to continue using and possessing such Equipment / System; or

(ii) modify or replace such Equipment / System (without detracting from its overall performance) so as to avoid the infringement (in which event the Contractor shall compensate the Authority for the amount of any direct loss and/or damage sustained or incurred by the Authority during such modification or replacement); or

(iii) if neither of the things specified in Clauses 13.4 (i) or (ii) can be accomplished, remove such Equipment / System from the Authority and refund to the Authority all sums previously paid to the Contractor under this Contract.

13.5 If any such allegations of infringement come to the knowledge of the Contractor or in the reasonable opinion of the Contractor such allegations are likely to be made, the Contractor shall forthwith notify the Authority in writing and the Contractor shall act as stated in Clause 13.4.

13.6 The Authority shall hold the benefit of this Contract on trust for the benefit of the Authority Indemnified Parties.

13.7 Any postponement or consequential extension of time or change or suspension pursuant to any applicable provisions of this Contract shall not release the Contractor from any of its obligations or liabilities or give rise to any waiver or estoppel in relation to any of its obligations or liabilities.

13.8 This Clause 13 (Indemnities and Liabilities) shall survive the termination of this Contract.

14. LIABILITY FOR DAMAGES OR COMPENSATION

14.1 The HASSC shall not be liable for or in respect of any damages or compensation under the Fatal

Accidents Ordinance (Cap. 22 of the laws of Hong Kong), the Employees' Compensation Ordinance (Cap. 282 of the laws of Hong Kong), the Occupiers Liability Ordinance (Cap. 314 of the laws of Hong Kong) or at common law by or in consequence of any accident or injury to any workman or other person whether in the employ of the Contractor or in the performance of the Contractor's obligations under this Contract (save and except liability for death or personal injury resulting directly from negligence of the HASSC) and the Contractor shall indemnify and keep indemnified the HASSC against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. For the purposes of this Clause 14.1, "negligence" has the same meaning as defined in section 2(1) of the Control and Exemption Clauses Ordinance (Cap. 71 of the laws of Hong Kong).

14.2 In the event that any workman or other person in the employ of the Contractor or engaged on any work done in pursuance of this Contract suffers any personal injury or death and whether there be a claim for compensation or not, the Contractor shall within seven (7) days give notice in writing of such personal injury or death to the HASSC.

15. OCCUPATIONAL SAFETY AND HEALTH

15.1 The Contractor shall, so far as is reasonably practicable, take all reasonable steps to ensure the health and safety at work of all its employees performing the Contractor's obligations under this Contract. Without prejudice to the foregoing, the Contractor shall for the purpose of this Contract.

(a) provide and maintain plant and systems of work that are safe and without risks to health;

(b) conduct regular work safety risk assessment exercises, initiate risk prevention / mitigation procedures and make arrangements to ensure the safety and absence of risks to staff's health in connection with the use, handling, storage and transportation of plant or substances;

(c) provide adequate information, instructions, resources (including personal protective equipment (PPE) and protective clothing), training and supervision to its employees on work safety and infection control (NB: must comply with HASSC's PPE requirements and standards for different work locations based on infection risk perceived during infection outbreak);

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

(e) comply with HA's current and future infection control policy guidelines and procedures, HASSC's house rules and emergency procedures;

(f) conduct compliance checking to monitor OSH compliance;

(g) keep proper Documentation of training records, duty rosters, incident reports, audit and inspection records and provide personal particulars of staff, if required by HASSC in case of infection contact tracing;

(h) ensure that the Contractor employees take care for the safety and health of other persons who may be affected by the act of omission of the Contractor employees and co-operate with the Contractor and such other persons to ensure compliance with any applicable statutory requirements including those under the Occupational Safety and Health Ordinance (Cap 509 of the laws of Hong Kong); and

(i) develop and implement a safety plan to integrate preventive and mitigate measures into the services so that the safety and health risks to the contractor staff as well as HA staff, patients and visitors are eliminated, contained or minimised as far as possible.

15.2 The Contractor shall perform in accordance with the policies of the Authority including without limitation the established Infection Control Policy which provides the latest Infection Control Policy adopted by the Authority. The Contractor shall stick to the established guiding principles regarding,

but not limited to the following aspects:-

(a) Gearing up of PPE

(b) Environmental hygiene and waste management

(c) Training and enforcement

(d) Reporting fever & symptoms

15.3 The Tenderer shall complete the Infection Control Compliance Checklist in **Schedule 22** of Part IV to show the contractual obligation to abide by the Infection Control Policy of the Hospital Authority. The Compliance Checklist will be revised in line with the prevailing requirement on infection control. The Authority will provide the successful Tenderer with the latest version.

15.4 The Contractor shall fully indemnify the HASSC from and against all claims, actions, proceedings, demands and suits brought against and / or fines and penalties imposed on the HASSC arising directly or indirectly out of or in connection with the failure of the Contractor to comply with Clause 15.1 above 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.

16. GREEN INITIATIVES AND ENVIRONMENTAL PROTECTION

16.1 Environmental protection is one of the key initiatives of the HASSC. Hence, Contractor working in the HASSC should strictly observe the rules and guidelines of good environmental practices for the services according to the environmental policy.

16.2 The Contractor shall undertake environmental protection measures to reduce the environmental impacts arising from the provision of the services. In particular, the Contractor shall arrange the method of working to minimize the effects on the air, noise, water quality as well as nuisance of waste within and outside the HASSC.

16.3 The Contractor shall observe and comply with relevant environmental protection and pollution control ordinances.

16.4 The Contractor shall design, construct, operate and maintain pollution control measures to ensure compliance with the Contract provisions as well as the environmental ordinances and their regulations. The Contractor shall also conduct compliance monitoring following a programme as agreed with the HASSC's representative, and submit the monitoring results to the HASSC representative.

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

17. LIQUIDATED DAMAGES

17.1 Any delay or failure on the part of the Contractor to provide any Services to the HASSC, shall, in addition to any other remedies of the HASSC against the Contractor under this Contract, render the Contractor liable to a deduction from the Price, as and for liquidated damages and not as a penalty, of a sum to be calculated at the rate specified in **Schedule 27 (Rates of Liquidated Damages)** during the period from the due date for provision of the Services until such Services as specified in the Specifications are satisfactorily rendered, provided that:

(a) the Contractor shall have the right to present to the HASSC a case for the remission of the whole or part of the deduction within 3 months of the notification that such a deduction has been or will be made; and

(b) if it shall be proven to the satisfaction of the HASSC that any delay or failure has arisen as

a consequences of an event of force majeure and provided that notice of such event of force majeure had been given promptly by the Contractor, then the HASSC may in its absolute discretion decide the extent (if any) to which the deduction may be remitted.

17.2 The HASSC shall also deduct from the monthly payment of any number of absence of the Contractor staff listed in the Specification, and the deduction rate is listed in **Schedule 27 (Rates of Liquidated Damages)**. The payment of liquidated damages shall not relieve the Contractor from its obligation to provide the Services or from any other liability or obligation under this Contract.

17.3 For the purpose of this Clause, an event of force majeure shall mean an event beyond the Contractor's reasonable control which causes any delay or failure to perform any of its obligations in relation to the Services. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Contractor's reasonable control:

(a) act of God, explosion, flood, tempest, fire or accident;

(b) war or threat of war, sabotage, insurrection or civil disturbance;

(c) changes in or implementation of ordinances, regulations, by-laws, or prohibitions or measures of any kind on the part of any governmental authority enacted or passed after the signing of this Contract.

18. REMEDY ON CONTRACTOR'S FAILURE TO PERFORM

18.1 If the Contractor shall fail to carry out any Services required under the Contract or refuse to comply with any instruction or order given by the HASSC in accordance with the Contract within 14 days, the HASSC may give the Contractor 7 days' notice in writing to carry out such work or comply with such instruction. If the Contractor fails to comply with such notice, the HASSC shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the HASSC in having such work or instruction carried out shall be recoverable by the HASSC from the Contractor by deduction from monies due to the Contractor under this Contract or under any other contract between the HASSC and the Contractor.

19. REMOVAL OF CONTRACTOR'S PROPERTY

19.1 Upon termination of this Contract, the Contractor shall forthwith remove all its equipment, property and belongings from the HASSC and Hospitals and Clinics and make good to the HASSC and Hospitals and Clinics satisfaction all damage to the HASSC and Hospitals and Clinics resulting from such removal.

19.2 If any property of the Contractor remains in the HASSC and Hospitals and Clinics after termination of this Contract and the Contractor fails to remove the same within 14 days after being requested by the HASSC and Hospitals and Clinics to do so, such property shall be deemed to be abandoned by the Contractor and the HASSC and Hospitals and Clinics may dispose of the same in any manner it deems fit. For the avoidance of doubt, the Contractor shall no longer claim any rights of ownership over such property or any proceeds that may be derived from the sale or disposal thereof.

19.3 The Contractor hereby irrevocably appoints the HASSC and Hospitals and Clinics as its agent to, and the HASSC and Hospitals and Clinics may as the Contractor's agent, sell, dispose of or destroy in any way the HASSC and Hospitals and Clinics think fit the property abandoned or deemed to be abandoned by the Contractor under this Clause. The HASSC is entitled to deduct from the Deposit and / or any sale proceeds its costs and expenses of disposal, storage and sale of the property.

19.4 The Contractor shall indemnify the HASSC and Hospitals and Clinics against any liability incurred by the HASSC and Hospitals and Clinics to any third party whose property shall have been sold

or disposed of or destroyed by the HASSC and Hospitals and Clinics in the bona fide mistaken belief (which shall be presumed unless the contrary is proven) that such property belonged to the Contractor and was liable to be dealt with as such pursuant to this Clause.

19.5 The Contractor shall indemnify the HASSC and Hospitals and Clinics against all expenses, costs and damages that may be incurred by the HASSC and Hospitals and Clinics in storing, selling, destroying or disposing of the property abandoned or deemed to be abandoned by the Contractor.

20. INFECTION CONTROL MEASURES

20.1 The HASSC has drawn up an infection control compliance checklist as a risk management programme for the Contractor to safeguard the safety and health of the Contractor. The Tenderer shall indicate in **Schedule 22 (Infection Control Programme and Compliance Checklist)** their compliance of the infection control measures in this tender, and the Contractor is required to comply with any new requirements specified from time to time. The Contractor shall also submit an infection control protocol.

21. QUALITY OF SERVICES

21.1 The Services shall be as specified in the specification and shall fulfill all the conditions and terms therein supplied to the Contractor.

21.2 The Contractor is required to meet the Key Performance Indicators set by the HASSC. Details of the key performance standard are listed in **Schedule 21 (Key Performance Indicators)**.

21.3 Any Drawings and Specifications reasonably required for the Contractor's guidance in the execution of this Contract shall be provided by the HASSC free of charge but shall be returned on completion of the contract.

22. INSPECTION AND ACCEPTANCE

22.1 All Services performed in pursuance of this Contract shall be subject to inspection and shall not be deemed to have been accepted unless either:

(a) The Authority Representative shall so certify; or

(b) The services are not reject as being unsatisfactory within 21 days of the date upon which they were executed or otherwise specified in the Contract; whichever date is the later.

23. REJECTIONS

23.1 Without prejudice to any rights, the HASSC may reject any services (or part thereof) which do not strictly conform to the conditions of Clause 21.1 above hereof.

23.2 Within 24 hours of being notified in writing of the rejection of any services the Contractor shall be required to take the necessary action to rectify such rejected services.

24. DEFAULT

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

25. RECOVERY OF SUM DUE

25.1 Whenever under this Contract any sum of money shall be recoverable from or payable 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 Contract with the HASSC.

26. CORRUPT GIFTS

26.1 If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the laws of Hong Kong) or any subsidiary legislation made thereunder 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, summarily terminate this contract without entitling the Contractor to any compensation therefor.

26.2 The Contractor shall be liable for all expenses necessarily incurred by the Authority as the result of the termination of this contract.

27. ASSIGNMENT & SUB-CONTRACTING

27.1 The Contractor shall not, without the written consent of the Authority Representative, assign or otherwise transfer or sub-contract 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.

27.2 Unless otherwise agreed by the HASSC, the Contractor shall bind each permitted assignee to the terms and conditions of the Contract in any such assignment or subcontract.

27.3 The Contractor shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and it shall be responsible for the acts, defaults or neglect of any sub-contractor as if they were the acts, defaults or neglect of the Contractor. The HASSC may require any or all details of any sub-contract to be divulged to him prior to granting his consent in accordance with Clause 27.1 above.

28. CONTRACT PERFORMANCE MONITORING

28.1 The Contractor should note that the Contractor's performance record in the Contract shall be monitored and taken into account in evaluating the Contractor's tenders or offers in response to invitations for tenders / quotations 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 in the tender/ quotation evaluation, whether or not the type(s) of services concerned in its performance record is of the same type of services under evaluation and/or (ii) exclude that Contractor, its holding company, subsidiaries and associated companies from participation in tendering / bidding, 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 / bidding by the Authority, such as the name of the Contractor and duration, without reference to or consent from the Contractor.

29. THE SALE OF GOODS (UNITED NATIONS CONVENTION) ORDINANCE (CAP. 641 OF THE LAWS OF HONG KONG)

29.1 The Hospital 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.

30. CONTRACT DEPOSIT

30.1 The Contractor is required to place and maintain the Deposit with the Authority as security for the due performance of all the Contractor's warranties, undertakings and obligations under this Contract. The Contractor must maintain the full amount of the Deposit throughout the Term of this Contract and until the date falling 3 months after the end of the Term 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.

30.2 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 30.1, withdraw, deduct or set-off from the Deposit any amount which the Authority may recover from the Contractor under this Contract. If the Authority shall make any withdrawal, deduction or set-off thereby reducing the Deposit, the Contractor must, within seven (7) days from notice of the Authority, top up the Deposit to maintain it at the level required in Clause 30.1.

30.3 Upon expiry of the duration as set out in Clause 30.1, the Authority shall return to the Contractor without interest the Deposit after any withdrawal, deduction or set-off as allowed under Clause 30.2. The return of the Deposit in full or in part does not prejudice the Authority's right to pursue any claim for loss, damage or liability under this Contract.

31. GENERAL

31.1 This Contract is personal to the Contractor and the Contractor shall not assign, transfer, sub-contract or purport to assign, transfer or sub-contract to any other person any of its rights, or sub-contract any of its obligations, under this Contract unless the Authority's prior written approval has been obtained.

31.2 This Contract and all the rights and obligations under it may be assigned or transferred by the Authority.

31.3 The Contractor shall be an independent contractor and nothing herein shall be taken to constitute a partnership between the parties or the appointment of one of the parties as agent or employee of the other.

31.4 Any notice or document to be given under this Contract shall be in writing and shall be left at or sent by prepaid post or facsimile transmission to such address and such facsimile number as may have been last notified in writing by such party to the other party. All notice or document to be sent to the Authority shall be marked for the attention of the Authority Representative.

31.5 Any such notice of document shall be deemed to have been duly given at the time of delivery (if given by hand) or on the third (3rd) day after posting (if given by prepaid post) or immediately upon transmission with confirmatory answerback (if given by facsimile).

31.6 No waiver by the Authority of any breach of this Contract by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.

31.7 Any variation to this Contract shall be binding only if it is recorded in a document signed by both parties.

31.8 If any provision of this Contract is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.

31.9 The rights of the parties under this Contract are cumulative and do not exclude or restrict any other rights (except as otherwise provided in this Contract).

31.10 This Contract shall be governed by and construed in accordance with the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

32. MONITORING COMMITTEES

32.1 The HASSC Representative will monitor the performance of the Contractor from time to time in the form of regular meetings between the Contractor and HASSC Management, including without limitation the following specific aspects of its performance:

(a) Quality of the management;

(b) Quality and Standard of service provided by the Contractor; and

(c) Staff satisfaction with the Contractor, its staff and its service.

32.2 The Contractor shall carry out Quality Assurance Programme set out in **Schedule 11 (Quality Management and Quality Assurance Program)**. Written reports of the same shall be provided to the HASSC when requested, including regular laboratory test reports.

32.3 The Contractor shall establish, document, implement and maintain a quality assurance programme and associated performance plan and procedures throughout the Term. Within 14 days of award of Contract, the Contractor shall submit to the HASSC for written approval of the quality assurance plan. The HASSC shall either approve the quality assurance plan and procedures, or reject it, giving reasons for the rejections. The Contractor shall rectify the deficiencies and re-submit the plan for approval. The Contractor is required to submit quality assurance reports to the HASSC on a monthly basis.

32.4 The Contractor shall submit to the HASSC audited financial accounts including management accounts, balance sheets, profit and loss accounts, cash flow statements and notes to financial statements for each financial year within 9 months of the financial year end.

32.5 The Contractor shall report to the HASSC any incidents including but not limited to complaints, criminal damage to the HASSC properties, and theft cases.

32.6 The HASSC shall have the right to conduct periodic and annual appraisal on the performance of the Contractor and request the contractor for any improvements as deemed necessary by the HASSC.

33. CONTRACTOR TO INFORM ITSELF

33.1 The Contractor shall be deemed to have:

(a) examined carefully and acquired actual knowledge of the contents of the specifications, conditions of tendering and conditions of contract and any other information made available in writing to the Contractor for the purpose of tendering;

(b) examined the site and its surroundings;

(c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost complying with all its obligations under the contract and of all matters and things necessary for the due and proper performance and completion of the contract.

34. APPLICABLE LAW

34.1 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.

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

34.3 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) 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.

35. BANKRUPTCY

35.1 The HASSC 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 HASSC.

36. PUBLICITY

36.1 The Contractor shall submit to the Authority and/or the HASSC 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 HASSC is mentioned or from which a connection with the HASSC 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 HASSC or otherwise use or mention the name of the Authority and/or the HASSC for any promotion or marketing purposes without the prior written consent of the Authority and/or the HASSC. 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.

37. TOTAL QUANTITY

37.1 The HASSC is not bound to acquire a minimum volume of any items or services as proposed by the Tenderer.

38. CONFLICT OF INTEREST

38.1 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.

38.2 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 38.3 below.

38.3 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.

38.4 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.

38.5 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 38.2 to the Sub-clause 38.4 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.

38.6 In this Clause 38:

(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;

38.7 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.

39. TOTAL SERVICES AND VARIATIONS

39.1 The services to be performed under this Contract shall be as laid down in the Schedule and Special Conditions (if any) and shall be carried out, as and when required, to the satisfaction of the HASSC. All orders placed under this Contract shall be issued in writing and the Authority will not be responsible for services performed on oral instructions issued by any person whomsoever.

39.2 The Contractor shall not extend the services beyond the requirements specified in the Schedule except as directed in writing by the Authority Representative; but the Authority Representative may, subject to the proviso hereinafter contained, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the Contract price of more than 100 per cent or the Contract period of more than 24 months.

39.3 Where a variation has been made to the Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due amount shall be taken of any partial execution of the services which are rendered useless by any such variation.

40. ADMISSION OF CONTRACTOR PERSONNEL TO HA PREMISES

40.1 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's 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.

40.2 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.

40.3 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 40 and other provisions of the Contract.

40.4 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.

40.5 In the event that the Contractor fails to comply with this Clause 40 and it is determined that such failure is prejudicial to the interests of HA, the Authority Representative may thereupon terminate the Contract.

40.6 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 40.

40.7 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.

41. NATIONAL SECURITY

41.1 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.

41.2 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.

41.3 In the event that the Contract is terminated in accordance with Clause 41.2 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.

41.4 In the event that the Contract is terminated in accordance with Clause 41.2 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.

42. LICENCE (APPLICABLE WHEN LICENSES HAVE BEEN GRANTED OR PROCURED TO BE GRANTED TO THE AUTHORITY BY THE CONTRACTOR)

42.1 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.

42.2 The Software is to be used on and in conjunction with the Hardware save that:

42.2.1 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;

42.2.2 For the purpose of Clause 42.2.1 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;

42.2.3 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.

42.3 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 Tenderer's 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.

42.4 Without limiting the generality of Clause 42.1 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.

42.5 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).

43. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA/CONFIDENTIAL INFORMATION

Authority's 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 **Schedule 30** 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 Overall 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: -

(i) the Authority's own employees, on a need-to-know basis;
(ii) 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;
(iii) 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.

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 thereto 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:

(i) return, destroy or permanently erase all such Personal Data;
(ii) destroy or permanently erase all copies of such Personal Data held by the Contractor; and

(iii) use all reasonable endeavours to ensure that anyone who has received any such Personal Data destroys or permanently erases such Personal Data and any copies 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 protect Personal Data or Confidential Information in its possession or control from any Security Breach, having particular regard to:

(i) the kind of Personal Data or Confidential Information and the harm that could result if any of those things should occur;
(ii) the physical location where the Personal Data or Confidential Information are stored;
(iii) 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;
(iv) any measures taken for ensuring the integrity, prudence and competence of persons having access to Personal Data or Confidential Information;
(v) any measures taken for ensuring the secure transmission of Personal Data or Confidential Information such as encryption or equivalent protection;
(vi) any measures taken for ensuring the integrity and security of systems such as vulnerability management, patching and malware protection; and
(vii) 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 may conduct periodic security audits (e.g. a Hong Kong Standard on Assurance Engagements ("HKSAE") 3000 assurance report, or a System and Organization Controls ("SOC") 2 Type 2 Report) to confirm that the measures implemented by the Contractor comply with the requirements of this Contract.

(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 applicable laws of Hong Kong that govern the security and confidentiality of computer systems and data, all guidelines (including codes of practice) issued by regulating authorities under those laws, and all guidelines, directions and policies of the Authority relating to the Authority's compliance with those laws. Without limiting the foregoing, the Contractor shall:

(i) immediately notify the Authority of any change to the Equipment / System of which the Authority is not already aware;
(ii) provide any assistance required by the Authority in relation to the preparation of any plan relating to security of the Equipment / System;
(iii) cooperate with, and provide any assistance required by the Authority in relation to the conduct of, any assessment, audit, drill or other exercise relating to the security of the Equipment / System;
(iv) comply with any direction from the Authority to provide any information, and produce

any document in its possession or control, that is relevant to the security of the Equipment / System; and

(v) comply with any direction of the Authority in relation to the security and secure operation of the Equipment / System.

(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 submitted in writing 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 Contractor Personnel specifically authorised by the Authority 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 comply with these policies and procedures and with the obligations under this Contract regarding the handling of Personal Data.

(s) The Authority may carry out security and compliance audits, 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 in this regard.

(t) If the Contractor has engaged sub-contractor to provide the Services, its agreement with the sub-contractor should impose the same confidentiality and data security obligations set out in this Contract on the sub-contractor. Where the sub-contractor fails to comply with such obligations, the Contractor shall remain fully liable to the Authority for such failure. 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.

44. TERMINATION OF LICENCE (APPLICABLE WHEN THE LICENSES HAVE BEEN GRANTED OR PROCURED TO BE GRANTED TO THE AUTHORITY BY THE CONTRACTOR PURSUANT TO CLAUSE 42)

(a) The Authority may terminate the Licence (or part thereof listed as a separate item in the relevant Tenderer's 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 44(a) and 44(b) shall survive the termination of the Contract.

45. TERMINATION OF THE CONTRACT

45.1 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.

45.2 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]/[such time period as the Authority shall stipulate];

(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 43 (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 38 (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; or

(xiii) 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.

45.3 If the Authority terminates this Contract under Clause 45.2, 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.

45.4 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 45.1) 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.

45.5 Unless and until separately terminated under Clause 44 (Termination of Licence), the Licence will survive the termination of the Contract and continue in perpetuity (applicable when the licenses have been granted or procured to be granted to the Authority by the Contractor pursuant to Clause 42).

45.6 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.

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

46. PRODUCTS AND SERVICES TO BE PROVIDED

46.1 The Contractor hereby agrees to:-

(i) grant or procure to be granted to the Authority and/or its Authorised Users the Licence to use the Software on and in conjunction with the Hardware (applicable when licenses have been granted or procured to be granted to the Authority by the Contractor);
(ii) deliver and install each Equipment / System according to the need-by date and location specified in the purchase order;
(iii) provide the Implementation Services in accordance with the Implementation Plan (applicable when implementation services shall be provided by the Contractor);
(iv) provide training in accordance with the Training Plan and Documentation to the Authority and/or its Authorised Users;
(v) provide Maintenance Services for each Equipment / System to the Authority and/or its Authorised Users (applicable when post warranty maintenance services shall be provided by the Contractor); and
(vi) provide the other services described in this Contract, upon the terms and conditions of this Contract.

46.2 The Contractor acknowledges and agrees that the Authority may place order for any Goods or Services under this Contract on its own behalf, or as an agent of any Authorised User. Both the Contractor and the Authority agree that in the event an order is placed by the Authority as an agent of any Authorised User, the following shall apply:
(i) before the Authority makes any such order, the Authority shall inform the Contractor in the relevant purchase order;
(ii) once the relevant purchase order has been received by the Contractor, a contract will automatically be formed between the Contractor and the Authority as agent on behalf of an Authorised User in respect of the relevant order on the same terms and conditions of this Contract, with only the necessary changes as may be stipulated by the Authority from time to time;
(iii) each of the Authority and the Authorised User shall have the full right to enforce this Contract in respect of any orders made by the Authority. Until notified by the Authority, the Contractor shall deal with the Authority on all matters relating to the Contractor's supply of Goods and/or Services under this Contract; and
(iv) The Contractor shall execute all such documents and do all such other acts as may be required by the Authority from time to time in order to give full force and effect to the contractual arrangements with the Authorised User as contemplated in this Contract in respect of any order the Authority makes as agent for the Authorised User.

46.3 The Contractor shall diligently, promptly and properly provide and coordinate the provision of Services to the Authority and comply with its duties and obligations in this Contract to the satisfaction of the Authority.

46.4 Contractor shall be responsible for providing, in accordance with the provisions of this Contract, the Services for the duration of the Term and the Authority shall pay to the Contractor, subject to the remaining terms of the Contract, all sums due to the Contractor for the performance of the Services.

46.5 Contractor shall at all relevant times exercise in the performance of the Services the same reasonable skill, care and diligence expected of a professional consultant who is qualified, competent and experienced in carrying out duties and services of a similar type, scope, scale, complexity and purpose to those specified in this Contract.

46.6 The Contractor shall ensure that at all times it has, and will assign, adequate staff, tools and equipment to efficiently and properly fulfil its obligations under this Contract. The Contractor shall

ensure that the Contractor Personnel who perform its obligations under this Contract are adequately and appropriately experienced, qualified and trained.

46.7 The Contractor acknowledges and agrees that the appointment or replacement of any Contractor Personnel to undertake any part of the Services shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, omissions, defaults and neglects of the Contractor Personnel as fully as if they were the acts, omissions, defaults or neglects of the Contractor.

46.8 The Contractor will provide the Services in a satisfactory and skilful manner and shall meet to the satisfaction of the Authority any complaints and criticisms that may be made.

46.9 The Contractor shall perform its obligations under this Contract in compliance with:-

(i) Good Industry Practice or Tender Specifications, whichever is higher;
(ii) all laws, rules and regulations applicable to its provision of the Services; and
(iii) the most current version or edition of all codes and standards that are relevant and applicable to its provision of the Services.

46.10 The Contractor shall provide all necessary assistance and all information on all matters in relation to the Services requested by the Authority and/or its Authorised Users.

46.11 The Contractor shall obey all instructions and comply with all reasonable requests that may be put forth by the Authority and/or its designated representatives.

46.12 The Authority may issue warnings to the Contractor on all matters relating to the provision of the Services and the Contractor shall immediately take all remedial action which may reasonably be required.

46.13 The Contractor and the Contractor Personnel shall not perform any duties and obligations under this Contract in such a way that may cause disturbance to patients, staff or visitors of the Authority or disruption to the normal routines and operations of the Authority.

46.14 The Contractor shall not use any materials in the provision of the Services in any way that may cause harm, discomfort or detriment to the health of the patients, staff or visitors of the Authority.

46.15 The Contractor acknowledges that the time, dates and periods shall be of the essence with respect to the performance of the Services specified to be subject to such requirement under this Contract as well as any times, dates or periods that may by agreement between the parties be substituted for any of them.

46.16 The Contractor acknowledges and agrees that the appointment or replacement of any Contractor Personnel to undertake any part of the Services shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, omissions, defaults and neglects of anyone of the Contractor Personnel as fully as if they were the acts, omissions, defaults or neglects of the Contractor.

47. CONTRACTOR'S ACKNOWLEDGEMENT

The Contractor acknowledges and agrees that when entering into this Contract, it has already been supplied with sufficient information to enable it to supply to the Authority, install, commission and maintain each Equipment / System and perform the Services which comply fully with the requirements set out in the Overall Specifications and other provisions/ requirements of this Contract. The Contractor shall not be entitled to any additional payment or extension of time and shall not be excused from any obligation or liability under this Contract as a consequence of any alleged lack of knowledge or information or any misinterpretation by the Contractor of any matter or fact relating to the Equipment / System or Overall Specifications, the said requirements or any other provisions of this Contract.

PART IV

TENDERER'S SCHEDULES

The Tenderer is required to submit details of its proposals below, including those required under Part II (Tender Subject Matter). If the Tenderer's proposals depart from any term in Part I (Terms of Tender), Part II (Tender Subject Matter) and Part III (Contract), the Tenderer should specify below a list of those departures and reference each departure to the appropriate paragraph(s) and part(s) of the Tender and each should be fully explained and discussed, including the effect of the departure. Specifically, if a Tenderer wishes to make any change to Part III (Contract), it must submit its Tender with a copy of the Contract with the required amendments marked in manuscript. All such manuscript changes should be made and initialled by the Tenderer in permanent ink, supported by explanation.

The definitions used in Part II (Tender Subject Matter) shall also be applicable to the interpretation under this Part IV (Tenderer's Schedules) (unless otherwise stated).

SCHEDULE 1

(Particulars of the Parties, Term and Deposit)

Part A: Details of Hospital Authority Supporting Services Centre

Name Hospital Authority Supporting Services Centre (HASSC)

Address 8 Chui Kwan Drive, Tung Chung, Lantau

Part B: Details of the Contractor

Name : _____

Address : _____

Part C

The Deposit is a sum equivalent to 2% of the total contract value.

Part D

(a) The term of this Contract shall be for a period of **36 months tentatively from 1 April 2027 to 31 March 2030** (both dates inclusive).

(b) All dates shown above are tentative dates only, the exact dates shall be confirmed in writing by the HASSC.

(c) The HASSC may exercise the option to renew this Contract for a further term of 24 months or less from the expiry of the Term upon the same terms and conditions herein contained (save and except this option clause) subject to the satisfactory performance of the Contractor. The HASSC may exercise this option at any time by written notice to the Contractor prior to the expiration of the Term. Upon receipt of the notice by the HASSC of its intention to exercise the option, the Contractor shall be bound to perform this Contract for the duration of the Optional Period.

Person Authorized to Sign Tender

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

SCHEDULE 2

(Company / Business Organization Status)

Tenderer is requested to submit the following information:

1. Name and address of the company / business organization.
2. Length and nature of business experience including without limitation experience in the performance and / or supply of the Tender Subject Matter.
3. Company infrastructure, organisation chart and number of employees in the Company.
4. Shareholders / partners of the company / business organization.
5. 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.
6. A copy of its Articles of Association or other documents evidencing its business status.
7. 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.
8. 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 Tender Subject Matter (if applicable).
9. Documentary evidence of any agency claimed by the Tenderer in relation to the Tender Subject Matter, whether on a sole or exclusive basis or otherwise.

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 3

(A List of User References)

(1) Tenderers should provide in this Schedule detailed information on the following aspects:

(a) Years of establishment in running laundry service business:

_____

(b) Years of experience of laundry service in healthcare institutions/hospitals:

_____

(c) Number of reported incidents of lack of hygiene or cleanliness resulting in health risks during the immediate past three years (Details of the incidents (if any) shall be provided.):

_____

(2) Tenderers should provide to the Hospital with their Tenders a list of a minimum of five clients, if any, of the Tenderer for the Tender Subject Matter for the immediate past 3 years. For each client the following information should be furnished:

(a) Name of client.
(b) Name, address, telephone number and fax number for contact.
(c) Summary of the Tender Subject Matter performed and / or supplied by the Tenderer and records of past and present serving company or institution supplied by the Tenderer in the following table format.
(d) Reference letter or appreciation letter issued by the client in the past 3 years.

Name of Client	
Contact Person	
Address	
Telephone Number	
Fax Number	
Serving Period	From: To:
Contract Value (HK$)	
Description of Services	
Reference letter / appreciation letter attached	☐ Yes ☐ No

Name of Client	
Contact Person	
Address	
Telephone Number	
Fax Number	
Serving Period	From: To:
Contract Value (HK$)	
Description of Services	
Reference letter / appreciation letter attached	☐ Yes ☐ 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.:	_____

Name of Client	
Contact Person	
Address	
Telephone Number	
Fax Number	
Serving Period	From: To:
Contract Value (HK$)	
Description of Services	
Reference letter / appreciation letter attached	☐ Yes ☐ No

Name of Client	
Contact Person	
Address	
Telephone Number	
Fax Number	
Serving Period	From: To:
Contract Value (HK$)	
Description of Services	
Reference letter / appreciation letter attached	☐ Yes ☐ No

Name of Client	
Contact Person	
Address	
Telephone Number	
Fax Number	
Serving Period	From: To:
Contract Value (HK$)	
Description of Services	
Reference letter / appreciation letter attached	☐ Yes ☐ 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.:	_____

(3) Proven track records including experiences in healthcare institutions/ hospitals particularly for laundry services for the immediate past 3 years separately for HASSC's easy reference. A summary of submission should be provided in the follow table format.

Name of Healthcare Institution / Hospital	Description of Service	Contract Period (From / To)	Contract Value (HK$)	No. of Linen Laundered daily and/or No. of Manpower Deployed to Meet Service Provision	Reference Letter/ Appreciation Letter attached (Yes / 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.: _____

SCHEDULE 4

(Code of Conduct)

Pursuant to Clause 29 of Part I Terms of Tender 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

(Tenderer please tick and submit your code of conduct)

☐ We enclose herewith a copy of our Company's Code of Conduct as required.

☐ We will follow the "Sample Code of Conduct for NGO / Private Sector" issued by the Independent Commission Against Corruption ("ICAC").

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 5

(Details of Laundry Site)

Tenderers are requested to provide details of Laundry Site(s):-

Owner Name:	
No. of Shareholder of the Laundry Site	
No. of Laundry Site and the share (in %) of individual site for this contract**	
Address of Laundry Site(s) ##	
Photo attached (Including the sorting, drying, calendaring and folding section of the plant room)	

Remarks:

1. Provision of layout plan of the laundry showing the position of each equipment (e.g., lifter, conveyor, machines for washing / disinfecting linen trolleys) to explain the operation and material flow

2. Provision of workflow at the workplace showing the segregation of the clear and dirty zones

3. Provision of house-keeping plan with frequency

4. Provision of laundry management site operation brief or site works schedule

** Please indicate the expected share (in %) of individual site for this contract.
Please indicate the prime laundry site first.

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 6

(Management and Operation Plan)

Tenderers are required to provide a comprehensive working instruction and operational manual with the details of the following:

1. Work procedures (e.g. workflow diagrams) delineates all steps in laundry
2. Manual for controlling the inventory record and stock movement (i.e. batch-in and batch-out)
3. Provision of tools (e.g. pallet, what kind of container to be used) for clean and soiled linen items
4. Provision of Operational Manuel / Operation Procedure / Work Instruction on each laundry process
5. Provision of water flow of tunnel washers
6. Provision of washing temperature and washing formula of tunnel washers and washer extractors for different linen items, in particular for draw sheet, bed sheet, patient jacket, patient trousers and pillow case
7. Cleansing schedules of the Laundry Plant (including working environment, facilities and equipment, etc.)
8. Hygiene and environmental factors (e.g. cleanliness, clear separation of clean and dirty zones, separate use of containers for soiled and clean linen, trolley /containers disinfection facility)
9. Details of its inventory management system to control stock movement / utilization report for management review

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 7

(Resources Plan)

Tenderers are required to provide and attach details of the following:

1. Manpower plan for this Contract:
   Assuming daily requirement is 80,000 pcs of linen items; please provide the number of staff and specify as far as possible the estimated man-hours for the service. Actual daily requirement may vary subject to operational needs.

Rank	No. of staff to be deployed in this contract (a)	Working hours per day (excluding meal break) (b)	Total man hour per day (c) = (a) x (b)
General Worker (Laundry)			
Others (please specify:_____)			

2. Qualification and experience in similar service of all ranks of supporting staff and management staff

Staff	**Details of Qualification**	**Details of Experience**
Management Staff (please specify:_____)		
General Worker (Laundry)		
Others (please specify:_____)		

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 8

(Organization and Supervision Plan)

Tenderers are required to provide the organization structure and supervision plan.

1. Organizational chart and job duty details for this Contract

2. Supervision plan for this Contract

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 9

(Specifications)

Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority

Remarks:
Mandatory Requirement – (M)

Tenderer **MUST** indicate the extent of compliance of their offered service by filling in "**Yes**" or "**No**" and **provide the specifications of the offered service** point by point against each clause of the Tender Specifications.

Clause	Qualification Requirement and Specification		Yes	No (provide details)
			(Please tick as appropriate)	
1.	**GENERAL DESCRIPTION**			
1.1	This tender calls for the provision of contingency laundry services for Hospital Authority Supporting Services Centre Laundry (HASSCL) for a period of 36 months, tentatively from 1 April 2027 to 31 March 2030. HASSCL reserves the right to extend the contract for another 24 months or less. The Contractor shall provide service from Monday to Sunday including public holidays, upon 24 to 48 hours notification from HASSCL.	(M)		
1.2	The provision of contingency laundry services shall cover all Hospitals and/or Clinics of the Hospital Authority (HA) and any other institution as requested by HA.	(M)		
1.3	Soiled linen received by the Contractor shall be laundered and be ready for return to Hospitals and/or Clinics the next working day (within 24 hours), or unless otherwise requested by the concerned Hospitals and/or Clinics. HA reserves the right to alter the schedule by giving one-day prior notice to the Contractor.	(M)		
1.4	The quantity listed in **Schedule 23 (Price Schedule)** is an estimation only. HASSC does not commit to order a minimum amount of the service during the contract period. There may be no requirement at all during the whole contract period should there be no service need.	(M)		
1.5	Tenderer shall note that the items specified shall be considered and accepted on an overall basis. Partial offer for a particular item would not be considered.	(M)		
1.6	If the Tenderer is awarded this contract, mix draw among the award items are allowed as long as the total order value is confined to the total contract awarded value within the contract period.	(M)		
2.	**CLASSIFICATION OF LINEN HANDLING**			
2.1	Linen items shall be finished at habitual manner, such as tumble drying, calendaring, pressing or tunnel finishing as stated as	(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	Qualification Requirement and Specification		Yes	No (provide details) (Please tick as appropriate)
	Appendices I & II. Subject to requirement from respective Hospital and/or Clinic, alterations of finishing process will be specified by HA's Representative.			
3.	**LAUNDERING PROCESS**			
3.1	The Contractor shall ensure that all linen is disinfected by being washed, according to HA's Infection Prevention and Control Guidelines for Healthcare Linen in **Appendix III**.	(M)		
3.2	The Contractor shall ensure separate laundering of HA linen items from clothing/ linen of other non-HA clients.	(M)		
3.3	The Contractor shall ensure batch-in-batch-out practice is in place throughout the whole laundering process.	(M)		
3.4	All washing machinery used in the provision of the services shall be so designed and so operated to reduce any risk of re-infection of articles of laundry in the course of the process after the thermal disinfection stage.	(M)		
3.5	The Contractor shall provide all cleaning consumables/materials and detergent for the service at no additional cost.	(M)		
3.6	The Contractor shall use clean and disinfected trolleys or plastic pallets for carrying of clean linen. Carts or trolleys used for transporting clean and soiled linen in the laundry shall be separated and distinguished with clear identification.	(M)		
4.	**MONITORING OF LINEN HANDLING**			
4.1	The Contractor shall be responsible for compensation for any linen unreasonably damaged or lost by him. When compensation for such damage or loss of any linen incurred, the current market price of such linen shall be based. Should the Contractor fail to render the compensation by the due date accepted, the HA's Representative shall immediately thereupon be at liberty to take the action outlined in Clause 25 in Part III (Contract).	(M)		
4.2	If articles of linen, which are not the Contractor's responsibility to replace as defined herein, are so stained that normal processing, re-processing and stain removal treatments do not clean them to the contract standard, the Contractor shall notify recipient Hospitals and/or Clinics, set the articles on one side and return to the recipient Hospitals and/or Clinics for inspection.	(M)		
4.3	Where any known damage on linen occurs, the Contractor shall notify the recipient Hospitals and/or Clinics for mending or replacement.	(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	Qualification Requirement and Specification		Yes (Please tick as appropriate)	No (provide details) (Please tick as appropriate)
4.4	Without prejudice to any more specific obligations imposed by the terms of this Contract, the Contractor shall take all reasonably practicable measures to ensure that articles of laundry are not adversely affected in any way when in the Contractor's possession.	(M)		
4.5	All linen items shall be free from any noticeable stain caused by residual soiling.	(M)		
4.6	All linen items shall not have any residual unpleasant odour.	(M)		
4.7	All linen items shall be dry and cool down before packaging/ wrapping. Moisture retention level shall not exceed 6%.	(M)		
4.8	Should the linen items be rejected, the Contractor shall rewash the affected linen at no cost upon request by the recipient Hospitals and/or Clinics with records kept.	(M)		
4.9	All clean linen re-contaminated shall be re-washed and laundered.	(M)		
4.10	All staff linen and patient linen shall be washed separately.	(M)		
4.11	All linen items shall be folded in the manner as requested by the recipient Hospitals and/or Clinics.	(M)		
4.12	All Operating Theatre and Cardiac Catheterization Laboratory (Cardiac Cat. Lab) linen shall be free from lint and carefully packed to avoid insects and other foreign objects getting into the bundled linen.	(M)		
4.13	The Contractor shall be responsible for replacing the missing / damaged buttons of linen items by unbreakable plastic buttons at no extra cost.	(M)		
4.14	The Contractor shall ensure that all working clothes are sorted by sizes /colour and patient clothing by sizes before return to the recipient Hospitals and/or Clinics.	(M)		
5.	**PROCESS CONTROL**			
5.1	The Contractor shall observe and ensure that operators working in the laundry follow the attached "Universal Precaution Procedures to be Followed by Operators in Laundries" (**Appendix IV**) (for reference but not exhaustive).	(M)		
5.2	Soiled linen shall be processed in a timely manner to prevent the growth of spoilage organisms. Specific control measures shall be implemented to address the biohazards exposure risk, in particular related to sharp devices inadvertently left in linen.	(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	Qualification Requirement and Specification		Yes	No (provide details)
			(Please tick as appropriate)	
5.3	All washing and drying machinery used in the provision of the services shall be fitted with accurate thermometers of which the sensing elements are correctly placed to measure the temperature of the wash liquors, whichever washing cycle has been adopted, and the drying machinery. Such thermometers shall be checked daily by the Contractor and the records of such checks shall be made available upon request by HA. Calibration of the temperature sensors shall be arranged by the Contactor half-yearly with formal report to HA. The Contractor shall at all times ensure that the machinery works at the designated/appropriate temperature level as stipulated in **Appendix III**, in which the washing formula shall be fully complied. The washing programme of maintaining main wash temperature at not lower than 65°C for at least 10 minutes with chemical disinfection, or 75°C for at least 5 minutes as stipulated in "Washing Formula" of **Appendix III** is required.	(M)		
5.4	All laundry equipment shall be operated and monitored in accordance with relevant manufacturer's instruction of use/operational manual and washing programme.	(M)		
5.5	Laundering equipment preventive maintenance and periodic calibrations and monitoring programme shall be set up. This includes temperature gauges, flow controllers, and any other measurement devices critical for keeping the equipment and chemical dispensing apparatus operating to manufacturer's specifications.	(M)		
5.6	A quality control or quality assurance system is required for keeping records such as stain inspection record, re-wash record, torn linen reject record. Records shall be kept for a period of no less than three months.	(M)		
5.7	At the request of HA, the Contractor shall arrange for HA's Representatives to visit laundry operation. The Contractor shall demonstrate to HA's Representatives that specifications set out in the tender document are in compliance.	(M)		
5.8	HA's Representative may visit the Contractor's laundry to assess the performance so as to confirm the user's requirements on a regular basis.	(M)		
5.9	Upon request by HA, the Contractor shall conduct monthly Laundry Performance Evaluation Test at their own costs with testing method and parameters (e.g. whiteness, tensile strength loss etc.) as requested by HA, and the report shall be issued by an independent accredited laboratory or testing center. The reports shall be submitted upon request during the contract period.	(M)		
5.10	Tenderers are required to provide microbiological laboratory	(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	Qualification Requirement and Specification		Yes	No (provide details)
			(Please tick as appropriate)	
	test report by an independent accredited laboratory for 8 linen items, namely, draw sheet, bed sheet, patient jacket, patient trousers and pillow case and 3 other items randomly picked by HA. The results of such microbiological laboratory test reports shall be to the satisfaction of the Authority and shall be submitted upon request during the contract period.			
5.11	Tenderers are required to submit details of the laundry sites which will provide contingency laundry services required in this tender in **Schedule 5 (Details of Laundry Site)** of the tender document, including address, photos (including sorting, drying, calendaring and folding section of the plant room), ownership, number of shareholders of the laundry sites with proven supporting document e.g. Business Registration Certificate of the laundry sites.	(M)		
5.12	All Contractor's employees shall be medically fit to carry out the Services.	(M)		
5.13	The Contractor is required to clearly state the quantity with item breakdown of each return of the laundered items with a delivery note/ packing list to respective recipient Hospital and/or Clinic. A copy of delivery note/ packing list with user's acknowledgement of receipt shall be provided to HASSCL. The actual charges of the Services shall be based on the actual sum of the laundered linen items, with deduction of rejected items, as agreed by the recipient Hospitals and/or Clinics. A consolidated report respective of the delivery notes/ packing list with breakdown by recipient Hospital and/or Clinic and by each linen item, as per **Appendix I**, shall be sent to respective recipient Hospital and/or Clinic and HASSCL at the end of each month where applicable.	(M)		
5.14	The Contractor shall not, without the written consent of HA's Representatives, apply dry cleansing or special treatment to any linen to be laundered which may result in higher price than the contract price. Any dry cleansing or special treatment to any linen considered necessary by the Contractor shall be subject to prior notification of HA's Representatives and his/ her consent in writing.	(M)		
6.	**LAUNDRY HYGIENE AND ENVIRONMENTAL SAFETY**			
6.1	There shall be clear segregation, including linen, equipment and staff, between clean and dirty zones in the laundry to avoid cross-contamination of processed items.	(M)		
6.2	Laundry site(s) shall facilitate one-way workflow from dirty to clean process.	(M)		
6.3	The Contractor shall maintain laundry cleanliness by conducting periodic and thorough cleaning, disinfection, pest control and	(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	Qualification Requirement and Specification		Yes (Please tick as appropriate)	No (provide details) (Please tick as appropriate)
	de-dusting on facility environment, including all surfaces and all equipment at the workplace.			
6.4	The Contractor shall not keep starch powder at the workplace of the laundry.	(M)		
6.5	Laundry site(s) shall be equipped with adequate lighting.	(M)		
6.6	Air-conditioning / ventilation system in the workshop shall be in order.	(M)		
6.7	The working corridor and fire escape route of the laundry site(s) shall be kept clear.	(M)		
6.8	No scarf or inappropriate ornaments shall be worn by the laundry staff. Staff's hair shall be neat and protected by covering if necessary.	(M)		
6.9	Uniform / working clothes of laundry staff shall be washed daily as soiled linen.	(M)		
6.10	All safety cover or other safety devices of all laundry machines shall be in place and in proper position.	(M)		
6.11	Emergency stop button shall be available in all laundry machines at an easily reachable position, with proper label.	(M)		
6.12	The floor of the laundry workshop shall be maintained in a dry and clean condition at all times.	(M)		
7.	**STAFF**			
7.1	The Contractor in discharging its obligations under this Contract shall provide at its own cost at least the number of its staff as set out in organization structure and manpower plan who shall be devoted to work on a full time or part-time basis (if any) as specified therein. The Contractor's staff shall ensure smooth and effective communication with the recipient Hospitals and/or Clinics. The recipient Hospitals and/or Clinics shall not be required to provide any of its own staffs to the Contractor for the performance of any of the Services or the Contractor's duties and obligations hereunder. The Contractor's staff shall remain courteous and helpful at all times.	(M)		
7.2	The Contractor shall carefully screen all its staff. Screen for ability, experience and job qualifications are mandatory.	(M)		
7.3	The Contractor shall perform all administrative duties relating to the management of its staff including determining work and leave schedules and work routines, maintaining service activities and staff time records and reports, documentation of	(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	Qualification Requirement and Specification		Yes (Please tick as appropriate)	No (provide details)
	management reports and other service activities reports required by HA. The Contractor shall train, manage and direct its staff to perform the duties hereunder.			
7.4	The Contractor shall employ an adequate number of professional, competent and qualified staff to provide the Services. The Contractor's staff shall be physically fit and shall be employees of the Contractor. The Contractor shall pay all wages, salaries, fee, insurance and all other charges and sum payable to or in connection with the employment or engagement of the Contractor's staff. The Contractor shall not employ illegal immigrants. All employment terms of the Contractor's staff shall be in accordance and in compliance with the labour ordinance.	(M)		
7.5	The Contractor shall implement general infection control measures to prevent contaminating other personnel and environment. All soiled linen must be assumed to be contaminated, hence it is vital to prevent it from contaminating other personnel and environment. Furthermore, Standard Precautions should be applied at all times by all personnel who handle soiled linen.	(M)		
8.	**STAFF TRAINING**			
8.1	Prior to the commencement date of this Contract and thereafter during the Term, the Contractor shall train its staff in the correct procedures in performing the Services including the use of equipment, chemicals, safety, Occupational Safety and Health, control of infection and compliance with recipient Hospital and/or Clinics security measures. The Contractor shall provide at its own cost and expense all training equipment and materials including without limitation films, slides, literature, daily work and project schedules, standard operational procedures and training manuals.	(M)		
8.2	Where requested by HA, the Contractor shall supply HA with written details of the training given to the Contractor's staff for performing the Services.	(M)		
9.	**QUALITY CONTROL**			
9.1	The Contractor shall implement a comprehensive quality assurance programme of the Services to be performed by the Contractor hereunder in regular consultation with the management staff and end-users of the recipient Hospitals / Clinics throughout the Term. The quality assurance programme including its evaluation methodology and any changes to programme shall be subject to approval of HA. The programme shall not be inconsistent with the terms of this Contract. In addition, the recipient Hospitals and/or Clinics shall conduct its own contract monitoring system. The Contractor shall promptly attend and respond to complaint from service users. Upon	(M)		

Person Authorized to Sign Tender

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

Clause	Qualification Requirement and Specification		Yes	No (provide details) (Please tick as appropriate)
	request by the recipient Hospitals and/or Clinics, the Contractor shall participate in monitoring inspections carried out by recipient Hospitals and/or Clinics.			
9.2	The Contractor shall be responsible for all supervision and inspections work concerning the standard of Services to be provided and shall liaise with end-users on a regular basis to collect comments and/or assessment of the Services	(M)		
9.3	Evaluation reports on operation, quality and performance issues shall be submitted by the Contractor to the authorized officer of recipient Hospitals and/or Clinics on a monthly basis upon request. The information will be used to tailor the performance of the Services to meet the current operational needs of the recipient Hospitals and/or Clinics. An annual report shall be prepared and submitted to the authorized officer of HASSCL by the Contractor. The report shall set out the Contractor's activities hereunder for the year including but not limited to details on financial information and training.	(M)		
9.4	The Contractor's managers shall participate in relevant committees and in-service programmes of the recipient Hospitals and/or Clinics upon request.	(M)		
9.5	The Contractor shall make recommendations to HA to improve the Services including organization structure, procedure implementation and resources. The recommendations shall not be implemented except with HA's written approval.	(M)		
9.6	The Contractor shall review the formula of the detergents upon request of HASSCL and/or recipient Hospitals and/or Clinics.	(M)		
9.7	The provision of contingency laundry services offered by the Contractor has to comply with the required Key Performance Indicator. Please refer to **Schedule 21 (Key Performance Indicators)** for details.	(M)		
10.	**EMERGENCY CONTACT**			
10.1	The Contractor shall provide HASSCL with the names and contact telephone of its staff for emergency contact outside office hours. HASSCL shall be the coordinator to activate the ad-hoc service, but subsequent communications shall be handled by the Contractor with the recipient Hospitals and/or Clinics.	(M)		
11.	**SECURITY**			
11.1	The Contractor and its staff shall follow all procedures and policies of the recipient Hospitals and/or Clinics in relation to safeguarding the security of the recipient Hospitals and/or Clinics, the staff and the property.	(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	Qualification Requirement and Specification		Yes	No (provide details) (Please tick as appropriate)
12.	**TENDERER'S PRESENTATION**			
12.1	Tenderers shall attend the tenderers' presentation to present their proposals to the Tender Assessment Panel upon request. Failure to attend the presentation may render the Tender invalid.	(M)		
13.	**INFECTION CONTROL REQUIREMENTS**			
13.1	The Hospital Authority has drawn up an infection control compliance checklist as a risk management programme for the Contractor to safeguard the safety and health of the Contractor. The Tenderer shall indicate in **Schedule 22 (Infection Control Programme and Compliance Checklist)** their compliance of the infection control measures in this Tender and the Contractor is required to comply with any new requirements specified from time to time. The Contractor shall also submit an infection control protocol.	(M)		
14.	**INSURANCE AND INDEMNITY**			
14.1	The Tenderer shall have valid insurance coverage to the worker and third party during the course of service provision to the HASSC, Hospitals and Clinics. The Tenderer shall provide certified copy of the insurance policy whenever required by the HASSC.	(M)		
14.2	The Tenderer shall take out and maintain Employee's Compensation Insurance to cover all of its liabilities under the ordinance, statue or at common law for all persons employed by the Tenderer in the provision of the service.	(M)		
14.3	The Tenderer shall indemnify the HASSC from and against any and all losses and expenses (whether direct, indirect or consequential) including all legal fees and costs, damages or liabilities (whether civil, criminal, statutory or otherwise), claims, demands, actions, proceedings of whatever nature suffered or incurred by the HASSC arising out of or in relation to or resulting from a breach of the Contract by the Tenderer including: (a) Any act, neglect or default of the Tenderer, its employees or agents; (b) Breaches in respect of any matter arising from the supply of the services resulting in any claim against the HASSC, its agents or employees by any third party; and (c) Damage to any property of the HASSC arising from the supply of the services.	(M)		
14.4	The HASSC shall not be liable for the loss or damage to any equipment & tools, materials or injury caused to the personnel employed by the Tenderer due to all circumstances. The	(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	Qualification Requirement and Specification		Yes	No (provide details)
			(Please tick as appropriate)	
	HASSC shall not be liable for any penalty incurred to the personnel employed by the Tenderer due to breaching of any Hong Kong Ordinances.			
15.	**TENDER BRIEFING**			
15.1	The Tenderer must attend tender briefing prior to submission of the Tender offer in order to provide an accurate quote and avoid any potential dispute. Failure to attend the tender briefing may render the Tender invalid. For registration of site visit, please complete the enclosed **"Reply Slip for Tender Briefing Attendance Confirmation"**.	(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.:	_____

List of Appendices

Appendix I	Classification of Linen Handling
Appendix II	List of Linen Items
Appendix III	HA's Infection Prevention and Control Guidelines for Healthcare Linen
Appendix IV	Universal Precaution Procedures to be Followed by Operators in Laundries

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 to Schedule 9

Classification of Linen Handling

Item Group	Items	Processing mode
1. General	a) Large sheetings	Calender - large
	b) Small sheetings	Calender - small
	c) Pillow cases / Leg guards	Calender - small
	d) Towels	Tumble dry - general
	e) Patient clothings	Tumble dry - general
	f) Gowns	Tumble dry - general
	g) Caps / Slings	Tumble dry - general
	h) Laundry bags / Other bags	Tumble dry - general
	i) Miscellaneous items (e.g. safety vest, vest etc.)	Tumble dry - general
2. Blanket / Curtain	a) Blankets / Coverlets b) Curtains	Tumble dry - large Calender - large
3. Rotary Press or Cabinet Press Item	a) Uniforms / MO coats b) Uniform accessories (e.g. belt, cap, collar, epaulettes etc.)	Press / Cabinet press
4. Tunnel Finishing Item	a) Working clothes and Others	Tunnel Finish

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 II to Schedule 9

List of Linen Items

Below items are classified according to their general finishing mode and size. The list of linen items is not exhaustive and may be updated upon notification by HASSC.

1.	General	
1a:	Large sheetings (below is not exhaustive)	
	Cover, trolley, green	青袋
	Sheet, bed	大單/床單
	Coverlet	床笠
	Sheet, bed, private	私家房床單
	Sheet, bed, quarters	宿舍床單
	Sheet, cot	小床床單
	Sheet, draw, 1 ply	橫單(單層)
	Sheet, draw, 2 ply	橫單(雙層)
	Sheet, draw, OT	手術室橫單
	Sheet, draw, private	私家房橫單
	Sheet, bed with cap	床套
	Wrapper (121 x 121cm)	白色包裹布
1b:	Small sheetings (below is not exhaustive)	
	Cover, bed-pan	大便盤布
	Cover, screen	屏風布
	Cover, trolley	藥車蓋
	Drape, TSC, A	綠包裹布
	Drape, TSC, A	中綠巾
	Drape, TSC, A	小綠巾
	Drape, TSC, B	藍包裹布
	Drape, TSC, B	小藍巾
	Drape, TSC, B	中藍巾
	Sheet, cradle	搖床被單
	Sheet, infant	嬰單
	Wrapper (61 x 61cm)	包裹布
	Wrapper (91 x 68cm)	包裹布

Person Authorized to Sign Tender

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

1c:	Pillow cases / Leg guards (below is not exhaustive)	
	Leg guard	腳套
	Pillow case	枕袋
	Pillow case, private	私家房枕袋
	Pillow case, quarter	宿舍枕袋
	Sleeves cover	袖套
	Cover, dental	牙科枕袋
1d:	Towels (below is not exhaustive)	
	Bib, dental	牙科口水肩
	Feeder, infant	嬰兒口水肩
	Napkin terry	尿布
	Towel bath, quarters	宿舍毛巾
	Towel bath, ward	病房毛巾
	Towel	毛巾
1e:	Patient clothings (below is not exhaustive)	
	Gown, infant	嬰兒長袍
	Gown, maternity pink	產科衫
	Jacket, adult	病人睡衫
	Jacket, bed	短褸/太空褸
	Jacket, bed fleece	抓毛短褸
	Jacket, child	小童睡衫
	Jacket, ortho	骨科衫
	Jacket, multi-purpose	多功能衫
	Jacket, infusion	開邊衫
	Jacket, bed child	小童短褸
	Polo shirt, MH	精神科運動衫
	Shawl infant	嬰兒披肩
	Shirt, polo, MH	精神科病人衫
	Sock (pair)	白襪(對)
	Trousers, adult	病人睡褲
	Trousers, child	小童睡褲
	Trousers, infusion	開邊褲
	Trousers, ortho	骨科褲

Person Authorized to Sign Tender

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

	Trousers, multi-purpose	多功能褲
	Trousers, maternity	產科褲
	Trousers, MH	精神科病人褲
	Trousers, Endourology	泌尿褲
	Vest, infant	嬰兒背心
1f:	Gowns (below is not exhaustive)	
	Cover, chest, X-ray	照肺袍
	Dress, isolation	隔離護理裙
	Dress, nurse, OT	手術室護士裙
	Gown, ICU	深切治療袍
	Gown, mauve	紫袍
	Gown, OT green	綠袍
	Gown, white	白袍
	Gown, x-ray, child	小童 X 光袍
1g:	Caps / Slings (below is not exhaustive)	
	Cap, OT	OT 帽
	Sling	三角巾
1h:	Laundry bags / Other bags (below is not exhaustive)	
	Bag, instrument	儀器袋
	Bag, laundry	洗衣袋
	Bag, mending	修補袋
1i.	Miscellaneous items (below is not exhaustive)	
	Sheet, plastic	油布
	Safety vest, adult	安全衣(成人)
	Safety vest, child	安全衣(小童)
	Sheet, water absorbent	灰橫單/吸水墊
	Vest, drugs dispatching	派藥背心
	Safety belt	安全綁帶
	Cover, Trolley	籠車套
	Forearm protector	前臂保護套
	Table cloth	枱布

Person Authorized to Sign Tender

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

	Vest, volunteer	義工背心
2.	Blanket / Curtain	
2a.	Blankets / Coverlets (below is not exhaustive)	
	Blanket, cellular, ward Blue/white	冷氈，藍/白色
	Blanket, cellular, O.T. Green	冷氈，綠色
	Blanket, summer white	大白棉
	Blanket, cotton cot for child	小白棉
	Blanket, cellular Cradle	搖床冷氈/小黃氈
	Blanket, fleece, colored	抓毛氈，多色
	Blanket, orange	橙色氈
	Blanket, wool, cot	小毛氈
	Blanket, O.T. green	手術室被，綠色
	Blanket, HA,	醫管局毛氈，咖啡色
	Coverlet, quilted, quarter	宿舍冷氣被
	Coverlet, quilted, ward	花被/夾綿被
	Warmer blanket, quilted cotton	棉被
2b.	Curtains (below is not exhaustive)	
	Curtain, various	各類帳簾
3.	Rotary Press or Cabinet Press Item	
3a.	Uniforms / MO Coats (below is not exhaustive)	
	Coat	外衣
	Coat, M.O.	醫生袍(有字樣)
	Dress, Nurse, long sleeves	護士裙，長袖
	Dress, Nurse, short sleeves	護士裙，短袖
	Shirt	恤衫
	Trousers	西褲
	Jacket, HBOT	高壓氧制服-衫
	Trousers, HBOT	高壓氧制服-褲
	Overcoat, HBOT	高壓氧制服-外衣

Person Authorized to Sign Tender

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

3b.	Uniform Accessories (below is not exhaustive)	
	Belt	腰帶
	Cap, nurse	護士帽
	Collar, white	白領
	Epaulette	肩章
4.	Tunnel Finishing Item	
4a.	Working Clothes and Others (below is not exhaustive)	
	Coat, M.O., without embroidery	醫生袍,無字
	Overcoat	外套
	Gown, OT	OT 袍
	Gown, volunteer	義工袍
	Working Clothes, Jacket, OT	OT 工作服，衫
	Working Clothes, Trousers, OT	OT 工作服，褲
	Working Clothes, Jacket	工作服-衫
	Working Clothes, Trousers	工作服-褲
	Working Clothes, Overcoat	工作服-外套
	Amah, jacket	女工衫
	Amah, trousers	女工褲
	Coat, ward steward, green	文員袍(綠色)
	Coat, anesthetist	麻醉師袍
	Coat, laboratory	化驗師袍
	Coat, chaplaincy	院牧袍
	Coat, white with embroidery	白袍(有字樣)
	Uniform, jacket	制服-衫
	Uniform, trousers	制服-褲
	Jacket, OT, green	手術室衫，綠色
	Trousers, OT, green	手術室褲，綠色
	Workman, jacket	工衫
	Workman, trousers	工褲

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 to Schedule 9 (P.1/26)

Laundry Process for All Used Linen

[With reference to the HA's Infection Prevention and Control Guidelines for Healthcare Linen version of March 2026]

	HA Central Committee on Infectious Diseases and Emergency Response (CCIDER)	Ref No.	CCIDER-LINEN-001(v2.1)
		Issue Date	18 March 2026
		Review Date	25 January 2027
	Infection Prevention and Control Guidelines for Healthcare Linen	Approved by	HA CCIDER
		Page	Page 1 of 26

Infection Prevention and Control Guidelines for Healthcare Linen

Version	Effective date
1	25 January 2016
2	25 January 2024
2.1	18 March 2026

Document number	CCIDER-LINEN-001 (v2.1)
Author	Task Force on Infection Control (TFIC)
Custodian	Central Committee on Infectious Diseases and Emergency Response (CCIDER)
Approved by	Central Committee on Infectious Diseases and Emergency Response (CCIDER)
Approval Date	18 March 2026
Next Review Date	25 January 2027

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name:	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
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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 to Schedule 9 (P.3/26)

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		Issue Date	18 March 2026
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1. **Background**

1.1. Healthcare linen may become contaminated by blood, body fluids or excreta and by skin shedding. Hospital linen may pose an infection risk to staff during handling on the ward, during transport or processing at the laundry. Linen may also be an infection risk to patients by returning potential pathogens to the immediate patient environment if inadequately laundered or allowed to become recontaminated. [1]

1.2. Although pathogenicity from linen is considered to be low, nosocomial outbreaks related to linen and laundering have been reported for Streptococcus pyogenes, Salmonella enterica, methicillin-resistant Staphylococcus aureus, vancomycin-resistant Enterococci, Acinetobacter baumannii, Pseudomonas aeruginosa, Bacillus cereus, mucormycosis, gastrointestinal viruses, hepatitis A and scabies. In 2015, Queen Mary Hospital (QMH) reported cases of cutaneous or/ and pulmonary infection by a spore forming mold in immunosuppressed patients. The source of outbreak was investigated and traced to the contaminated linen items. [1]

1.3. Safe handling practices are required to prevent unnecessary exposure to infection from soiled or infected linen. Control points for laundry process should be identified in order to implement specific control measures to address the potential infection hazards accordingly. For example, at the sorting area of used linen, the potential infection hazards are staff movement between clean and dirty zone of the laundry, as well as bio-contamination of air, surface, and transport equipment. To address the aforesaid hazards, control measures including functional separation areas for storage of clean and used linen, regular environmental cleaning schedules, designated clean and used linen trolleys and use of appropriate personal protective equipment (PPE) etc. should be implemented.

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 to Schedule 9 (P.4/26)

2. **Surveillance for Mucormycosis Especially for Immunosuppressed Hosts**

2.1. Clinicians should maintain a high index of suspicion of zygomycosis in immunosuppressed patients who fulfil the following risk factors. Early testing and initiation of treatment is life-saving.

2.1.1. Organ / hematopoietic stem cell transplant recipients (HSCT)

2.1.2. Neutropenia with absolute neutrophil count of $<1.0 \times 10^9$/L

2.1.3. Diabetic ketoacidosis patients especially in ICU

2.1.4. Iron overload

2.1.5. Other severely immunocompromised states

2.2. For situations where severely immunocompromised patients (such as HSCT patients under protective isolation) who may benefit from a more stringent linen handling and management, a joint risk assessment between the hospital infection control team and clinical stakeholders should be conducted for decision.

3. **Scope**

3.1. This guideline only focuses on minimizing infectious risk of healthcare linen by specifying infection prevention and control (IPC) requirements of clean and used linen. Hence all Hospital Authority (HA) hospitals / clinics / institutions, HA laundries (central laundries and on-premise laundries) and out-sourced laundries should follow it accordingly. The clean linen processed under the current guideline recommendations apply to all patients within the context of healthcare settings, except for surgical textiles in the operating theatres.

4. **Objectives**

4.1. To provide hygienically clean healthcare linen;

4.2. To provide IPC recommendations for all processes of laundry flow path, so as to minimize biohazard exposure risk to patients, visitors, staff and concerned stakeholders; and

4.3. To ensure implementation of laundry good manufacturing practices in laundry service.

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 to Schedule 9 (P.5/26)

5. **Roles and Responsibilities**

5.1. Roles and responsibilities of respective parties are listed as below:

Job Title/Rank	Key Responsibility
Ward Manager (WM)	• Supervise and monitor the ward / unit staff on safe delivery of patient care in the aspect of correct handling and prudent use of linen in line with the guideline
Hospital ICT	• Provide advice on infection control related to linen handling • Support and review guideline when needed and regularly
BSSD	• Support laundry operation in meeting the guideline. • Supervise and monitor laundry operation and practices compliance to this guideline
Laundry Manager	• Work closely with hospital administration / BSSD to ensure that laundry service being provided is in line with the standard as specified in the guideline
Hospital Administrator	• Provide support to the implementation of this guideline in coordination with BSSD / HAHO
Maintenance Engineer	• Responsible for the engineering aspects in the compliance of this laundry guideline

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 to Schedule 9 (P.6/26)

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		Review Date	25 January 2027
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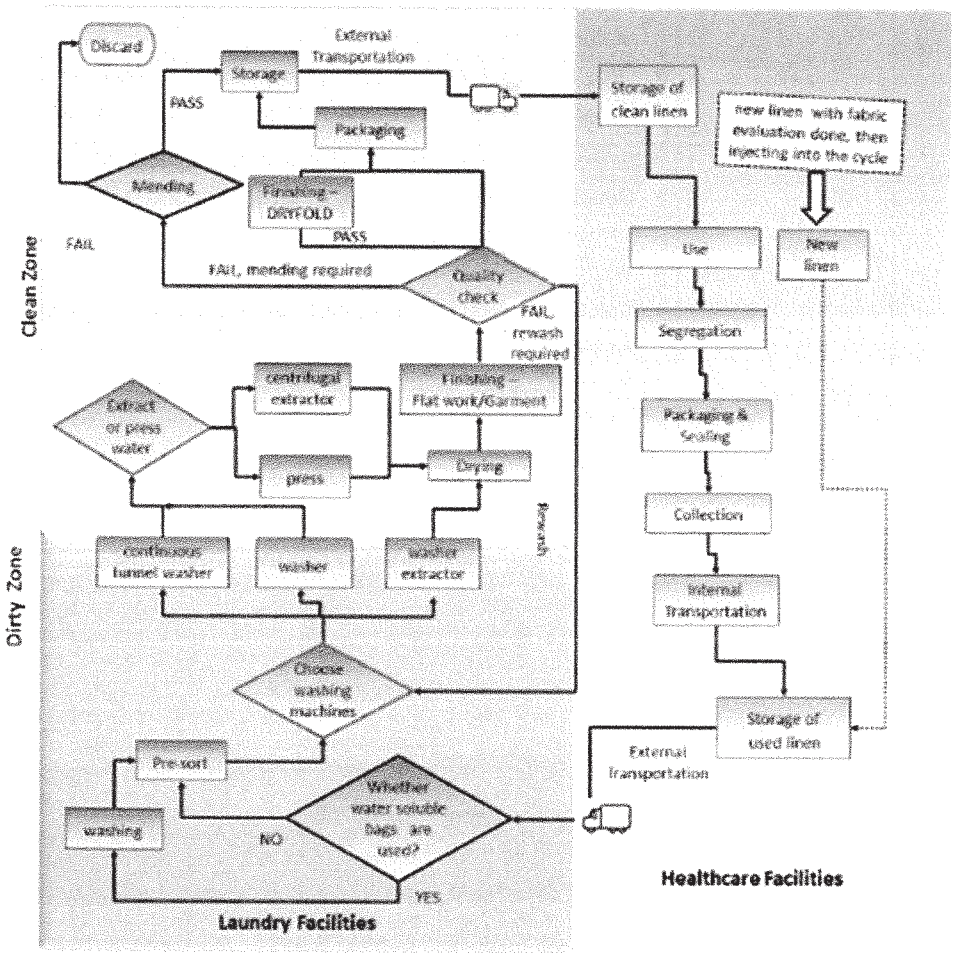
6. **Laundry Flow Path**

6.1. Figure 1 illustrates a typical flow path from generation of used linen from hospitals and transportation to laundry facilities (pre-laundry); then the laundry procedures being done in the laundry facilities to achieve "hygienically clean" linen (laundry); then finally storage and transport of clean linen items to users in hospitals (post-laundry).

Figure 1: Laundry flow pathway



Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.7/26)

7. **Education and Training**

Personnel need to handle linen (both used and clean) should be properly trained for the required IPC practices.

7.1. Laundry staff should receive IPC training in addition to training in all aspects of laundry operations relevant to their assigned job tasks.

7.2. IPC training including linen handling safety practices should be included in the orientation program of clinical staff and driver responsible for transportation of linen.

8. **Fabric Evaluation**

Fabric evaluation should be conducted before procurement and prior to use so as to ensure these items are fit for laundry processes.

8.1. Users should check with the supplier on the textiles of newly designed linen item other than the standard linen item whether it could be washed under the requirement of the washing formula as stipulated at Annex III. If not, hospital ICT and laundry manager should be consulted.

8.2. Newly purchased linen supplied by textile manufacturers may not be maintained in hygienically clean status, hence all items should be laundered prior to use, please refer to Figure 1.

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9. **Categories of Healthcare Linen**

9.1. **Clean Linen:** Linen washed and ready to be issued to the service. Hygienically clean linen should be free of pathogens in sufficient numbers to cause human illness.

9.2. **Soiled Linen:** All used linen, including linen used by patients with multi-drug resistant organisms (MDROs) are classified as soiled linen, unless the linen fulfil the criteria to be classified as heavily contaminated linen or infected linen.

9.3. **Heavily contaminated linen:**

9.3.1. Used linen contaminated by cake of blood, dribbling of blood and/ or soak-through or leakage from the laundry bag; or

9.3.2. Used linen contaminated by parasitic insects (e.g. scabies, bed bugs)

9.4. **Infected Linen:** Used linen from patients with the following pathogens:

9.4.1. Severe Acute Respiratory Syndrome (SARS)-associated coronavirus;

9.4.2. Highly Pathogenic Avian Influenza virus;

9.4.3. Middle East Respiratory Syndrome Coronavirus (MERS-CoV);

9.4.4. Group 4 microorganisms [2]; and

9.4.5. Pathogens specifically advised by Infection Control Officer.

9.5. Used linen from patient with Ebola Virus Disease (EVD) patient should be disposed, as far as possible, as clinical waste and sent for incineration. Place the used linen directly into a clinical waste container (e.g. leak proof red bag) in the isolation room with minimal manipulation or agitation to avoid contamination of air, surfaces and persons. [3]

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Appendix III to Schedule 9 (P.9/26)

10. General Infection Prevention and Control Measures for Used Linen

10.1. All used linen must be assumed to be contaminated; hence it is vital to prevent it from contaminating other personnel and environment.

10.2. Standard Precautions should be applied at all times by all personnel who handle used linen.

10.3. Used linen should be handled as little as possible and with minimal agitation.

10.4. Laundry staff should wear appropriate protective clothing, including puncture-resistant or puncture-proof gloves and a long-sleeve gown / long-sleeve garment / outer protective clothing to cover the torso and arms (e.g. apron with arm sleeves) during sorting of soiled linen in designated areas. If staff move from areas handling soiled linen to areas processing clean linen, they should change their protective clothing to prevent cross-contamination. [19]

10.5. In normal circumstances, PPE, such as gloves, disposable gowns, eye protection (goggles/ face shields), and surgical masks, should be used in anticipation of potential exposure to biohazard risks.

10.6. When staff come into direct contact with heavily contaminated linen or infected linen that is contained in a water-soluble bag, they should wear appropriate PPE, including a surgical mask, eye protection, a disposable gown, and disposable gloves.

10.7. When handling a spill of infected linen, staff should wear appropriate PPE, including a surgical respirator, face shield, a disposable gown, disposable gloves, and a disposable cap (optional).

10.8. Hand hygiene should be performed following the handling of used linen, and on removal of PPE.

10.9. PPE should be safely removed and disposed of when moving from dirty to clean areas.

10.10. Sharps injury preventive measures should be implemented, which includes the followings:

10.10.1. Hepatitis B vaccination program should be offered to all employees with risk of occupational exposure to bloodborne pathogens without evidence of immunity.

10.10.2. All non-intact skin should be covered with waterproof dressing.

10.10.3. Maintain vigilance to sharps injury hazards when handling used linen, in particular during sorting procedures.

10.10.4. Staff having biohazard exposure should be managed in accordance with the established post exposure management procedures. [5]

10.11. Staff is encouraged to report sickness symptoms to their workplace supervisors or designated officers if any symptoms arise (e.g. fever, cough, skin rash). Please refer to the Guidance Notes on SESAS for the reporting symptoms. [6]

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Appendix III to Schedule 9 (P.10/26)

10.12. Clinical wastes should undergo proper segregation, packaging, labelling and transportation. [2] All spillage should be handled in accordance with established HAHO guideline. [2, 4]

11. Handling Used Linen in Healthcare Facilities

All used linen should be properly segregated, packaged, stored and transported, in order to minimize infectious risk posing to staff, patients, visitors and public (please refer to Annex I for relevant workflow and Annex II for processing layout and associated facility requirements).

11.1. **Segregation**

11.1.1. Sorting or pre-washing of all used linen is not allowed in clinical areas. All laundry processes should be performed in laundry facilities.

11.1.2. All used linen should be segregated into soiled, heavily contaminated or infected linen and placed into appropriate types of laundry bags accordingly. Do not leave used linen on the floor or on other surfaces, e.g. locker or bed-table.

11.1.3. All non-textile items, e.g. autoclave tapes, adhesive incise drapes, clinical waste, and in particular medical sharps should be removed from used linen and discarded properly in accordance with relevant waste management guidelines.

11.1.4. Any solid soiling, such as faeces and/or blood clots should be removed from the linen before packing. The contaminated linen should be rolled or folded in a way to contain the soiled parts in the centre of the bundle.

11.2. **Packaging and Sealing**

11.2.1. Laundry bags should be designed, constructed and maintained to be able to contain used linen, preventing it from causing environmental contamination. Reusable impermeable bag could be considered as an alternative.

11.2.2. Laundry bags must be no more than two thirds full and fastened securely.

11.2.3. Carts / plastic pallets with cover, instead of laundry bags could be used as an alternative for collection of soiled linen.

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11.2.4. Recommended types of laundry bags and tags are as follows:

Types of linen	Types of packaging	Linen Tag
A. **Soiled linen:** Place it in a conventional laundry bag. Double bagging of soiled linen is not necessary unless the primary collection bag leaks.	 Conventional laundry bag	Not applicable
B1. **Heavily contaminated linen with blood:** Place it in a blue plastic bag if the soiled linen is heavily contaminated with cake of blood, dribbling of blood and/or soak-through or leakage from the laundry bag is anticipated.	 Blue plastic bag with biological logo for heavily contaminated linen	Not applicable
B2. **Heavily contaminated linen with parasitic insects:** Place it in a water-soluble bag, then a blue plastic bag as an outer bag if the soiled linen is contaminated with parasitic insects (e.g. scabies, bed bugs)	 Inner bag: Water-soluble bag Outer bag: Blue plastic bag with biological logo for heavily contaminated linen	Not applicable
C. **Infected linen:** Place it in a water-soluble bag, then a conventional laundry bag as an outer bag. Tag the outer bag with "infected linen tag".	 Inner bag: Water-soluble bag Outer bag: Conventional laundry bag	 Infected linen tag
D. **Infected linen heavily contaminated with blood:** Place it in a water-soluble bag, then a blue plastic bag as an outer bag. Tag the outer bag with "infected linen tag".	 Inner bag: Water-soluble bag Outer bag: Blue plastic bag with biological logo for heavily contaminated linen	 Infected linen tag

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.12/26)

11.3. **Internal Transportation and Storage of Used Linen** (from the pick-up points at workplace to central storage room in healthcare facilities for used linen)

11.3.1. All filled laundry bags should be —

11.3.1.1. checked to ensure they are securely fastened before transportation.

11.3.1.2. handled with care to prevent bursting during transportation, (e.g. it should never be thrown, dropped, dragged, stepped on and/or compacted).

11.3.1.3. transferred from the pick-up points at clinical areas to the central storage room according to the established schedule. The frequency of collection should depend on the volume of used linen generated, and this should be reviewed periodically. In general, the frequency of collection should be at least daily.

11.3.2. All filled laundry bags should NOT be —

11.3.2.1. held close to the body or squeezed during handling to avoid sharps injury or contamination of the handler.

11.3.3. Designated trolleys / carts should be used for internal collection and transportation of used linen, and it should be decontaminated regularly. These trolleys / carts should be designed to enable easy cleaning.

11.3.4. If linen chute is used, it should be properly designed, maintained and used.

11.3.4.1. Only soiled linen can be transported through the linen chute. Infected linen or heavily contaminated linen is not allowed.

11.3.4.2. For linen chute in new or renovation facilities, negative pressure to create inward flow should be considered.

11.3.4.3. Linen chutes should be kept in a clean and sanitary condition.

11.3.5. Soiled linen storage should be segregated from clean items, such as the clean linen storage area and the food preparation areas.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.13/26)

11.4. **Transportation of Used Linen** (Outbound transportation from Healthcare Facilities to Laundry Facilities)

Designated delivery vehicles should be used as far as possible, and it should be equipped with following features:

11.4.1. Vehicles should be equipped with raised platform for safe loading and unloading linen.

11.4.2. Capable of providing secure retention of linen carts during transportation.

11.4.3. Alcohol-based handrub should be available.

11.4.4. Vehicle compartment should be designed to enable easy cleaning.

11.4.5. Transporting the used and clean linen concurrently in the same delivery vehicle is not allowed, unless physical separation is provided.

11.4.6. If designated delivery vehicle would not be provided, the vehicle should be thoroughly cleaned and disinfected before transporting the clean linen.

11.4.7. Appropriate warning panel / label 《Caution: Infectious Substances 小心: 傳染性物質》 should be displayed to indicate the carriage of used linen with biohazard.

11.4.8. Emergency spillage control management plan, emergency communication equipment, emergency biohazard spillage control equipment, and first aid equipment should be kept on the delivery vehicle for dealing with spillage of infected linen. The emergency spillage kit should include PPE, cleaning and disinfection materials, bags and tag for packing infected linen and alcohol-based handrub.

11.4.9. Vehicle should be decontaminated regularly to maintain in a clean condition.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.14/26)

12. Laundering Process in Laundry Facilities

Pursuant to the objectives mentioned in section 4, laundry workplace supervisors should make reference to international laundry standards for establishing its own laundry quality management system. IPC measures should be implemented for all laundry process including sorting, washing, drying, checking, finishing (i.e. flatwork ironing, pressing or tunnel finishing) and storage, so as to ensure all laundered items returned to users are maintained in hygienically clean condition.

12.1. **Sorting**

12.1.1. Used linen should be processed in a timely manner to prevent the growth of microorganisms.

12.1.2. If linen sorting is required, specific control measures should be implemented to address the biohazards exposure risk, in particular related to sharp devices inadvertently left in linen.

12.1.2.1. Warning signs about the presence of used linen should be posted prominently for reminding staff to follow Standard Precautions.

12.1.2.2. Appropriate waste containers and sharps box should be placed in the used linen loading and sorting areas, so as to facilitate appropriate disposal of waste and sharps.

12.1.2.3. Puncture-resistant or proof gloves designed for sharps injury prevention should be used.

12.1.2.4. Any sharps and non-linen items found should be reported to management for investigation of the source.

12.1.3. Laundry staff should perform sorting in designated areas with suitable working platform, e.g. conveyer belts with sorting tables / benches.

12.1.4. Workflow control measures should be implemented to minimize contamination risk, e.g.

12.1.4.1. Trolleys for transporting used linen should not be mixed with trolleys for clean linen.

12.1.4.2. Used linen must not enter the clean zone.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.15/26)

12.2. **Washing**

12.2.1. The main washing procedure is the critical step to remove the soiling / organic matters and any potential pathogens from the used linen, in order to achieve hygienically clean linen.

12.2.2. Temperature, duration of the wash cycles, use of laundry detergents and/or disinfectants, and other laundry processes (e.g. dilution, agitation, drainage and drying) are effective in reducing or killing pathogenic organisms. Highlighted processes are as follows.

12.2.2.1. **Washing Programme:** Laundry workplace supervisors should make reference to fabric-care instructions, level of contamination and operational requirement of laundry equipment for formulating washing programme. The washing program is a step-wised approach which includes pre-washing, main washing at targeted temperature, with or without chemical disinfection and final rinse in order to achieve satisfactory bacterial and viral log reduction. Please refer to Annex III for details.

12.2.2.2. **Laundry Detergents / Disinfectants:** Appropriate chemical detergents and/or disinfectants should be used to maximize disinfection efficacy and pathogen reduction.

12.2.2.3. Do not leave damp, washed linen in machines overnight.

12.3. **Drying and Finishing**

12.3.1. Ensure correct temperatures and cycling time for each textile classification.

12.3.2. Ensure filling ratios in the drying process are not exceeded.

12.4. **Checking or Inspection**

12.4.1. All laundered items should be returned to users in a condition fit for the purpose for which they are intended.

12.4.2. If laundered linen is re-contaminated or stained, for example dark brown or rust-colored stains resembling blood on surface of linen, then it should be reprocessed.

12.5. **Packing and Storage of Clean Linen in Laundry Facilities**

12.5.1. The storage of clean linen should be protected from contamination.

12.5.2. If the clean linen items are expected to keep at the laundry area for more than 3 days, they should be stored in a designated area, or in a designated enclosed area for renovated or newly built laundry facilities.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.16/26)

13. Hygiene in Laundry Services

13.1. Personal Hygiene

13.1.1. Laundry workplace supervisors should establish dress code rules for staff.

13.1.2. Laundry personnel should adhere to good work practices to minimize or eliminate exposure to blood and body fluid, chemical and mechanical hazards.

13.1.3. Smoking or eating is prohibited in the workplace.

13.1.4. Drinking water is only allowed within a well-demarcated area which is clearly segregated from the dirty zone / workstations. The drinking utensils and water should be kept in clean and closed cabinets.

13.1.5. Relevant hygiene signage(s) to raise IPC awareness should be posted up prominently, e.g. hand hygiene signs, no smoking / eating signs etc.

13.1.6. Laundry personnel working in dirty zone should follow IPC measures stated in section 10, in addition to the following measures

12.2.6.1. Change working clothes or uniform daily or whenever soiled.

12.2.6.2. If they move from dirty zone to clean zone (Figure 1), they should remove PPE and perform hand hygiene.

13.1.7. Personnel responsible for handling linen should maintain proper hand hygiene including before handling clean linen, after handling used linen and removal of PPE.

13.1.8. Service personnel and visitors should also follow appropriate IPC practices.

13.2. Environmental Hygiene

13.2.1. Working surfaces for linen processing (e.g. counters, benches, table etc.) should be kept clean of visible soil, dust and lint.

13.2.2. Laundry workplace supervisors should establish effective environmental cleaning program for respective laundry areas (for example, regular blow-down (lint removal) schedule, carts, lifting and conveyer belts).

13.2.3. The cleansing frequency should depend on the level of contamination, and the specific operation performed in the area. In general, deep cleansing should be carried out regularly and all work areas should be decontaminated immediately, if spillage occurs.

13.2.4. Audit / monitoring program on environmental hygiene should be conducted regularly to ensure effectiveness.

13.2.5. Integrated Pest Management Program should be implemented in the laundry facilities, including the clean linen storage areas / rooms and the delivery vehicles.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.17/26)

14. Audit and Monitoring in Laundry Services

14.1. Laundering Process

Laundry supervisors should engage in the monitoring process to ensure laundry operations meet the requirements for producing hygienically clean linen. Recommended processes to be monitored should include but are not limited to items like rewash rates, results of visual inspection, pH spot tests, residual chlorine spot tests, and/or laundry test pieces etc. If monitoring results are unacceptable, corrective measures should be implemented accordingly.

14.1.1. ***Visual inspection:*** Increased levels of lint, color loss or transfer, and the development of holes may indicate that the laundry process can be improved or is out of alignment.

14.1.2. ***pH value:*** All linen should be soured to a pH in the range of 5.5 to 7.5 in final rinse stage to ensure compatibility with human skin and to maximize their durability.

14.1.3. ***Moisture monitoring:*** Control of moisture retention shall be implemented throughout the finishing process. Moisture retention shall be controlled at below 6% before dispatching.

14.1.4. ***Rewash Rates:*** Rewash rates monitor the ability of a laundry cycle to remove objectionable stains. After used linen has been washed and dried, it is important that they are inspected for objectionable stains. Linen with such stains should be removed from the system and reprocessed as necessary until they are deemed acceptable, or else they should be discarded.

14.1.5. ***Laundry Test Pieces (LTP):*** Laundry workplace supervisors and contractors are required to provide validated laboratory reports on LTP at least monthly which is issued by an independent accredited laboratory or other equivalent institutions. Laundry manager should implement corrective measures, if the LTP results are unacceptable.

Remarks: Generally, LTP are designed to measure textile life and overall performance of the washing formula. LTP measures six parameters for laundry process (1) tensile strength loss, (2) degree of whiteness, (3) degree of yellowness, (4) soil removal, (5) blood stain removal and (6) bleach effectiveness (if applicable).

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.18/26)

14.2. **Laundry Equipment**

14.2.1. All laundering equipment (e.g. continuous batch washer, washer extractor, tumble dryer, ironer, folder, finishing tunnel, and press) should be operated and monitored in accordance with relevant manufacturers' Instruction of Use / operational manual and washing programme, if applicable.

14.2.2. Laundering equipment preventive maintenance and periodic calibrations and monitoring program should also be set up. This includes temperature gauges, flow controllers, and any other measurement devices critical to keeping the equipment and chemical dispensing apparatus operating to manufacturer's specifications.

14.3. **Microbiological Testing of Clean Linen**

Microbiological testing of clean linen is not routinely performed. It may be considered in epidemiological investigation of outbreaks or cluster of cases upon the advice from hospital ICT. [1, 7]

14.4. **Infection Prevention and Control Audit**

To ensure that the objectives of this guideline are complied, infection control audit for laundry management should be conducted at least annually.

14.5. **Records and Reports**

Relevant monitoring, maintenance records and incident reports should be maintained for auditing and inspection.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.19/26)

15. Handling Clean Linen in Laundry Facilities

Clean linen should be appropriately handled, packaged, transported and stored in order to prevent contamination risk and maintain in hygienically clean condition. Furthermore, clean linen should be used appropriately to prevent unnecessary damage leading to reduction in its service life.

15.1. **Handling of Clean Linen**

15.1.1. Staff should practice hand hygiene before handling clean linen.

15.2. **Packaging of Clean Linen**

15.2.1. Laundered linen should be completely dry and cooled down before packaging / wrapping.

15.2.2. Clean linen should be properly wrapped or covered (e.g. trolley covers / liners / carts) before transportation to prevent recontamination.

15.3. **Transportation of Clean Linen** (including loading and unloading)

15.3.1. Clean linen should be transported in designated clean plastic pallets / containers / carts / trolleys and delivery vehicles, as far as practicable. If it is not feasible, transport means (used for transporting used linen) should be decontaminated before they are used to transport clean linen.

15.3.2. Containers / carts / trolleys / delivery vehicles should be:

15.3.2.1. designed to enable easy cleaning.

15.3.2.2. regularly maintained and cleaned to minimize linen contamination.

Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.20/26)

16. Handling of Clean Linen in Healthcare Facilities

16.1 **Storage of Clean Linen** (in general workplaces / central clean linen storage room / linen exchange room)

16.1.1. Clean linen should be stored at designated storage rooms with air conditioning to prevent dust or fomite contamination and avoid moisture accumulation favoring fungal growth in case for prolonged storage.

16.1.2. Storage shelves should be away from the floor to prevent any potential route of dust contamination. Shelves should be placed away from the wall to safeguard package integrity. The top of any item on the top shelf should not impair ventilation, sprinklers and lighting. The bottom shelf should be made of solid nonporous construction, free from visible soil and dirt. Any porous material, e.g. cardboard should not be used as a shelf liner to store clean linen.

16.1.3. Storage room should be cleaned at a regularly frequency in accordance with the local housekeeping schedule to prevent accumulation of dust.

16.1.4. Clean linen should be used in a manner that follows the stock rotation principle i.e. first-in first-out.

16.1.5. Linen should not be stockpiled in areas where contamination is likely to occur, e.g. on open shelves inside bathrooms.

Person Authorized to Sign Tender

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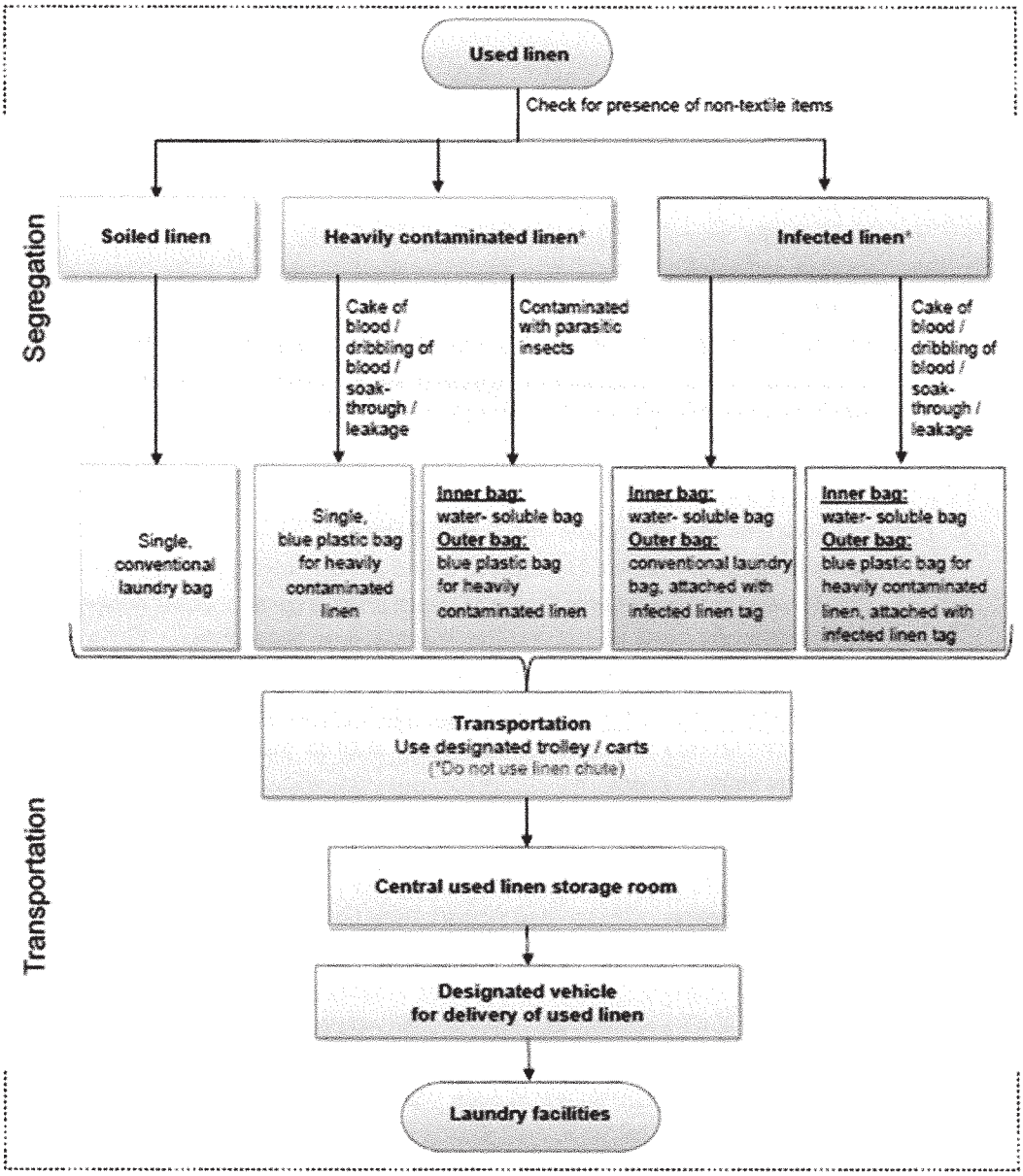
Annex I

Workflow of Used Linen in Healthcare Facilities



Person Authorized to Sign Tender

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Appendix III to Schedule 9 (P.22/26)

Annex II

Processing Layout and Associated Facility Requirements

Laundry facilities should be properly designed (1) to facilitate effective and efficient linen processing; (2) to minimize environmental contamination and biohazards exposure to staff, and (3) to allow maintenance of the cleanliness of laundered linen. Laundry facilities should be well-ventilated to prevent mould growth.

1. **Segregation of Clean and Dirty Zone**
   - 1.1. For existing laundry: Used linen handling area (dirty zone) should be separated spatially (at least 3 metres) from the clean linen processing areas (clean zone) to prevent cross contamination.
   - 1.2. For newly built or renovated laundry: Used linen handling area (dirty zone) should be separated from the clean linen processing areas (clean zone) by physical barrier, which includes directional airflow from the clean zone to the dirty zone where exhaust will be appropriately directed outside.

2. **Dirty to Clean One-Way Workflow and Traffic Control**
   - 2.1. Laundry equipment should be arranged to facilitate an orderly one-way workflow from dirty to clean process (refer to Figure 1). Such an arrangement would minimize cross traffic that might cause mixing of clean and used linen operations.
   - 2.2. Clean zone and dirty zone should be indicated by visual demarcation, and appropriate warning signs such as "Clean Zone 清潔區" and "Dirty Zone 污染區" should be posted up in conspicuous locations for reminding staff to follow IPC requirements of respective working zones.
   - 2.3. The need for traffic control should be taken into account in workplace design.

3. **Hygienic Requirements**
   - 3.1. Hand hygiene facilities (including alcohol-based handrub dispensers) should be installed and properly maintained in easily accessible locations, in particular in all entrances to and exits from both clean and dirty zone.
   - 3.2. Floors, walls, ceilings, work surfaces and vents should be designed to prevent the building up of dirt and grime and to allow ease of cleaning.
   - 3.3. For housekeeping equipment, they should be dedicated to the clean zone or dirty zone, to prevent cross contamination.

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 to Schedule 9 (P.23/26)

4. **Discharge of the Effluent**
   Discharge of the effluent from machines should be emptied into a closed drainage system.

5. **Emergency Equipment**
   Emergency preparedness equipment should include, but are not limited to emergency biohazard spillage control equipment, emergency eyewash stations, emergency shower and emergency first aid equipment, which should be installed at easily accessible locations and according to emergency equipment manufacturers' recommendations.

6. **Carts Decontamination**
   Carts decontamination areas should be equipped with appropriate decontamination facilities, such as steam gun or cart wash.

7. **Storage Area**
   7.1. Clean Linen Storage
   7.1.1 Appropriate signage should be posted up, e.g. "Clean Linen Storage Area 清潔衣物貯存區".
   7.1.2 Storage area should be designed in such a way so as to prevent accumulation of dust and lint.
   7.1.3 If the clean linen items are expected to keep at the laundry area for more than 3 days, they should be stored in a designated area, or in a designated enclosed area for renovated or newly built laundry facilities.

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 to Schedule 9 (P.24/26)

Annex III

Washing Formula

1. **Machine Load:** The loads used should be followed by the washing machine manufacturers' recommendations.

2. **Pre-wash:** It removes soiling from linen with water temperature below 35°C.

3. **Main wash:** It combines mechanical action of washing with high temperature wash and chemical disinfection# if necessary.
   3.1 **High temperature wash^:** The wash temperatures will be maintained at:
   3.1.1 At least 75°C for 5 minutes; or
   3.1.2 At least 65°C for 10 minutes + chemical disinfection#.

   # Chemical disinfection: such as sodium hypochlorite 75-200 ppm and hydrogen peroxide 250-300ppm or equivalent to achieve 4 microbial log reduction. Concentration of the chemical disinfection, i.e. sodium hypochlorite 75-200 ppm and hydrogen peroxide 250-300ppm, shall be monitored. The addition of a disinfecting laundry chemical can compensate for the anticipated loss of antimicrobial activity of the overall laundry process, including:
   - when any of the 4 factors needed to produce hygienically clean textiles (i.e. water temperature, agitation, chemical type and concentration, or duration of wash cycle) in laundry process is altered.
   - when textile properties indicate use of cooler water temperature.
   - if a high proportion of the textile load is very heavily soiled.
   - if there is concern about suspended microbes in wash or rinse water settling back onto the textiles in the load.

   ^High temperature wash shall be controlled and monitored throughout the stage of main wash and validated by temperature data logger.

4. **Final Rinse:** Removes all detergent, additives and contaminants from linen by dilution, and "sour" process should be used in the last rinse to neutralize any residual alkali.

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 to Schedule 9 (P.25/26)

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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 to Schedule 9 (P.26/26)

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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 IV to Schedule 9

Universal Precaution Procedures to be Followed by Operators in Laundries

洗衣部員工操作守則

(一) 在接觸污衣前，必須穿戴合適的個人保護裝備（例如：口罩、膠手套、防針刺手套、保護帽、圍身等）。
(二) 如需再次接觸清潔衣物，必須除下手套，圍身及清洗雙手。
(三) 膠手套及圍身應每日至少清洗一次。
(四) 為員工健康設想，應盡可能配戴口罩。
(五) 員工應使用指定之污衣車盛載污衣，不可使用污衣車盛載清潔衣物。
(六) 確保洗滌效果良好及執行正確消毒程序，員工應依指示選擇洗衣程序。
(七) 自動洗脫機的操作人員，應確保洗衣重量正確。
(八) 開袋分貨的員工，應每次完成分貨後，立即清洗地面。

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 10

(Risk Management and Back-up Contingency Plan)

Tenderers are required to provide detailed proposal on the risk management and contingency plan of the followings:

(i) A comprehensive contingency plans on various scenarios to sustain the service of HASSC (i.e. extra equipment and manpower during emergencies and accidents).

(ii) Response plan and drill exercise to crisis situations e.g. response time for provision of extra or urgent services when required.

(iii) Contingency backup plan with response time

(iv) Name and contact telephone number of its staff for emergency for non-office hours

(v) Periodic risk assessment and follow up

(vi) Standard operating procedures ("SOP") for corrective action plan and preventive action plan on quality issues identified

(vii) Availability of back-up laundry site

No. of Backup Laundry Site	
Address of Backup Laundry Site	
Service level per day of the Backup Laundry Site (as compared to main laundry site)	
Procedure to activate the Backup Laundry Plant	

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 11

(Quality Management and Quality Assurance Program)

Tenderers are required to provide detailed and comprehensive Quality Assurance Program / Quality Assurance Manual / Management Plan and attach the full details of the following:

(i) Quality management structure and relevant ISO certificate (or equivalent)

(ii) Quality assurance system, quality assurance program or quality assurance manual

(iii) Staff responsible for quality management

(iv) Comprehensive performance pledge and production target with regular review

(v) Regular internal audit and inspection

(vi) Laboratory testing result by third party

(vii) Quality control program / Continuous quality initiatives

(viii) Monitoring and reporting procedures

(ix) Provision of sample template of all the quality assurance reports

(x) Inventory management system with document proof (i.e. detailed information of the system)

(xi) Provision of complaint management system and response time and relevant ISO certificate (or equivalent report)

(xii) Staff training and development plan / program including but not limited to the following:
   (a) Use of equipment
   (b) Handling of the chemicals and clinical waste spillage

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 12

(Transition Plan)

Tenderers are required to provide detailed proposal on transition plan for the Contractor to take up the services upon receiving notification from HASSC for activation of contingency service for this contract which should include but not limit to the following items:

1. Transition Plan for 'takeover from' or 'handover to'
2. Timeline / Schedule for transition
3. Committed quantity taken up upon notification of 24-48 hours
4. Other

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 13

(Occupational Safety and Health Awareness)

Tenderers are required to provide details of Occupational Safety and Health (OSH) proposals which should include but not limit to the following items:-

(i) OSH guideline or safety plan

(ii) OSH training for different staff groups - project managers, supervisors, frontline workers, etc

(iii) Relevant ISO certificate (or equivalent)

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 14

(Equipment Maintenance)

Tenderers are required to provide and attach the full details of the following:

1. Provision of Equipment Maintenance Schedule and Plan (including cleansing of dryer filter and frequency of checking and calibration of thermo-sensors)

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 15

(Innovative Proposals)

Tenderer shall provide and attach full details of innovative suggestions that are directly relevant to the Contingency Laundry Services with no cost implication to HASSC and are considered effective and practicable in improving service delivery or operations.

The innovative proposals may include the following but are not limited to

(1) Economical use of resources, e.g. electricity, water;

(2) Saving of manpower resources;

(3) Higher operational efficiency/ performance reliability;

(4) Shortening of gearing-up period;

(5) Better service quality;

(6) Improved or greater flexibility to adapt to operational changes;

(7) Boosting of staff morale/ user satisfaction/ service utilization, etc.

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 16

(Employment of People with Disability)

Tenderer shall specify the number of staff with disability to be employed.

Please specify the number of disabled staff already employed in your company: _____

Please put a tick in appropriate boxes, where applicable:

☐ I would employ / have employed staff with disability for this tender.

(Please specify the number & rank of staff with disability who will perform this Contract in the table below)

		Wage Levels				Information for Reference only
Rank (Please specify)	No. of Staff to be provided for this Contract	Basic Monthly Wages excluding benefit (HK$)	Working Hours Per Day	Working Days Per Week	Wages included Paid Rest Day	Wages included Paid Meal Hours (Yes / No)
					Yes	

☐ I would not employ staff with disability to perform this contract.

Remarks:
Contractors would be requested by HASSC to provide documentary proof on the employment of disabled people.

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 17

(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 examples:

- Use of green materials/products
- Reduction in energy consumption or promotes waste reduction in the execution of the contract
- Waste reduction and recycling program

(b) Social Responsibility

For examples:

- Employment of people with disabilities and/or rehabilitated persons for the contract

(c) Governance

For example:

- A dedicated department/team within the company to oversee ESG matters

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 18

(Capital Investment)

Tenderers shall provide and attach the full details of the investment, equipment and facilities to be provided for this tender.

Items to be provided by the Contractor

Item Description	Purpose of Use	Quantity	Total Invested Costs (HK$)	Condition (Please specify New or Used)
Trolleys	for staff			
Linen Cart				
Plastic Pallets				
Other improvements for Contractor's staff (please provide details)				
Total Invested Costs (HK$)				

Remarks:

1. All equipment, chemicals and materials provided by the Contractor, if any, in the provision of the Services and any proposed changes are subject to prior approval of HASSC.

2. The security and safety of all equipment, chemicals and materials provided by the Contractor, if any, in the provision of the Services shall be the responsibility of the Contractor.

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 19

(Capacity)

A. WASHING SECTION

Details of capacity including number of machines/equipment/plant and other relevant items for the provision of the Services
(Tenderer shall provide the following information for HASSC's consideration)

List of Machine	Year of Manufacturing	Design Capacity	Hygienic Type Washing Machine or Not	Existing Efficiency (%)	Existing Hourly Output	Spare Capacity Per Day for Meeting the Requirement of This Contract

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 19

(Capacity)

B. DRYING SECTION

Details of capacity including number of machines/equipment/plant and other relevant items for the provision of the Services
(Tenderer shall provide the following information for HASSC's consideration)

List of Machine	Year of Manufacturing	Design Capacity	Existing Efficiency (%)	Existing Hourly Output	Spare Capacity Per Day for Meeting the Requirement of This Contract

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 19

(Capacity)

C. CALENDERING SECTION

Details of capacity including number of machines/equipment/plant and other relevant items for the provision of the Services
(Tenderer shall provide the following information for HASSC's consideration)

List of Machine	Year of Manufacturing	Design Output	Existing Efficiency (%)	Existing Hourly Output	Spare Capacity Per Day for Meeting the Requirement of This Contract

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 19

(Capacity)

D. FOLDING SECTION

Details of capacity including number of machines/equipment/plant and other relevant items for the provision of the Services
(Tenderer shall provide the following information for HASSC's consideration)

List of Machine	Year of Manufacturing	Design Output	Existing Efficiency (%)	Existing Hourly Output	Spare Capacity Per Day for Meeting the Requirement of This Contract

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 20

(Guaranteed Wages for Contractor's Employees)

Tenderers are required to provide the monthly wage and working hours it is prepared to offer to employ the staff for the delivery of the services. Clauses 36(b) of Part I shall be referred.

Item No	Description	General Worker (Laundry)	Other Posts (please specify)
(a)	Basic Monthly Wages (excluding benefit) (HK$)		
(b)	Other benefit, if any (please specify) (HK$)		
(c)	Working Hours per Day (excluding meal break)		
(d)	Working Hours per Week		
(e)	Working Days per Month		
(f)	Paid Rest Days (Yes/ No)	Yes	Yes
(g)	Paid Meal Break (Yes/ No)		
(h)	Meal Break Duration		

Remarks:

For service Contract to be awarded after 1 May 2011, the Contractor should adopt the latest version of the Standard Employment Contract (SEC) prescribed by the Labour Department of HKG. Under the latest SEC, the staff is entitled to 1 paid rest day in every period of 7 days.

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 21

(Key Performance Indicators)

(Subject to HAHO's policy from time to time)

Part A: Tenderer shall provide full details of its own corporate Key Performance Indicator (Please attach details).

Part B: Tenderer shall confirm the compliance on the Key Performance Indicators requested by HASSC. Details are appended below.

Key Results Area	Objective	Performance Indicator
1. Supply Chain Linen Items Management	To ensure optimum quantity is made available to each user location on an ad-hoc basis by means of an objective method of calculating demand of Linen Items based on patient admission and bed statistics during contingency	Casual / Consecutive / Ad-hoc Requisition: 100% turnaround time within 24 hours (except rewash).
2. Distribution: Clean Linen Items	Usage of clean linen carts and to reduce contamination	2.1 To achieve 100% delivery with clean linen carts with clear identifiers
3. Distribution: Soiled Linen Items	To have an approved soiled linen procedure that protect people and the environment	3.1 To achieve 100% of compliance rate
4. Relationship Management	To assure an effective and good communication between laundry and the recipient Hospitals and/or Clinics so as to monitor a good service to the recipient Hospitals and/or Clinics	4.1 To achieve a response time by laundry within 24 hours 4.2 To conduct user satisfaction survey at least once a year if service is ordered
5. Service Quality	To ensure the quality of Linen Items provided can meet the requirement up to users' satisfaction	Linen Items rejection rate: <100 pieces per million
6. Service Continuity	To ensure a back-up infrastructure is available to be used in case of any adverse events to minimize service disruption	Full compliance to developing a contingency plan and self initiating the plan at least once a year
7. Infection Control	To ensure linen infection control to protect the patients and staff by conducting self audit on approved documented infection control procedures every quarter. The procedures	7.1 To comply with the prevailing infection control guidelines of the hospitals and 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.:	_____

	will include: ● Clean and soiled linen & area segregation ● Linen washing formulas & process ● Main wash temperature control ● Linen moisture retention control	7.2 Main wash temperature at least 75°C for 5 minutes, or at least 65°C for 10 minutes with chemical disinfection, or ozone wash with chemical disinfection 7.3 Moisture percentage should not be higher than 6%
8. Occupational Safety	To ensure a safe and comfortable working environment for the laundry staff by conducting self audit on approved documented occupational safety and health (OSH) policies and guidelines every quarter. The audit should include: ● Safety Needs Assessment ● Training	To comply with the prevailing OSH guidelines of the hospitals and 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.:	_____

SCHEDULE 22

(Infection Control Programme and Compliance Checklist)

Part A:

Tenderers are required to provide the detailed information on infection control of the followings but not limited to:

(i) Procedure guideline/ workflow of infection control in the whole production process

(ii) Training record and training material of infection control to staff

(iii) Layout to address the concern of infection control

(iv) Availability of PPE for the staff with photo illustration

Part B:

Complete the Infection Control Compliance Checklist. Please "tick" the appropriate box. If "No" is selected, please elaborate in "Remarks" and course of action.

	Infection Control Checklist	Yes	No	N/A	Remarks
1.	Other workers should receive basic infection control training, refresher or right-on-time training as requested by the hospital / clinic. Training records should be kept by their supervisors and produced upon request.	☐	☐	☐	
2.	Other workers should follow HA Response Level for health advice and enhanced infection control measures.	☐	☐	☐	
3.	Other workers are not allowed to work in the high-risk patient areas unless with mutual consent in special circumstances (such as emergency situations requiring contractors' assistance).	☐	☐	☐	
4.	Other workers should maintain good personal hygiene (e.g. wash their hands before eating or serving food, after touching eyes, nose, mouth, and after using the toilet etc.)	☐	☐	☐	
5.	Other workers should follow HA guidelines and practice hand hygiene during their work, including before and after contacting the patient, after contacting the contaminated environment / equipment / wastes, and before entry and exit the patient care areas / wards, and when hands are visibly soiled.	☐	☐	☐	
6.	Other workers should keep their uniform / working clothes clean and neat.	☐	☐	☐	
7.	Other workers should follow standard precautions at all times and apply the transmission-based precautions (i.e. contact, droplet, or airborne precautions) according to the precaution signs or as instructed by the supervisors / hospital staff.	☐	☐	☐	
8.	Other workers who are required to use personal protective equipment (PPE) should be trained on how and when to use the PPE, including surgical mask, respirator, eye protection, disposable gloves and gown.	☐	☐	☐	
9.	Other workers should maintain good environmental hygiene. Equipment/ tools should be properly cleaned and / or disinfected after use.	☐	☐	☐	

Person Authorized to Sign Tender

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

Infection Control Checklist		Yes	No	N/A	Remarks
10.	Other workers should report any symptoms of fever, chills, unexplained muscle aches, sore throat, runny nose, cough, chest infection, shortness of breath, diarrhea, vomiting and rashes to their supervisors before commencing duty, and seek medical attention immediately.	☐	☐	☐	
11.	Supervisors should keep record of sickness and other infectious diseases of their workers (e.g. chickenpox, hand-foot-mouth disease, etc.) and report to hospital infection control team promptly for any necessary actions.	☐	☐	☐	
12.	Supervisor should record the duty rosters and work locations of other workers and document incident reporting with proper time logs and produce without delay upon request by HA hospital.	☐	☐	☐	

"Other workers" means Contractors / Sub-contractors / Term Contractors and their employees as well as staff from Government departments working in HA.

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 23

(Price Schedule)

TO BE PUT IN PRICE PROPOSAL

Tenderers are required to quote for the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre in Kowloon West Cluster for a period of 36 months tentatively from 1 April 2027 to 31 March 2030 in the table below.

	Item Group	Linen Item	Estimated Quantity (in Pcs) [A]	Unit Cost (HK$) [B]	Estimated Cost for 36 Months (HK$) [C] = [A] x [B]
1.	General	a) Large sheetings	193,000		
		b) Small sheetings	158,000		
		c) Pillow cases / Leg guards	114,000		
		d) Towels	161,000		
		e) Patient clothings	184,000		
		f) Gowns	52,000		
		g) Caps / Slings	5,000		
		h) Laundry bags / Other bags	87,000		
		i) Miscellaneous items (e.g. safety vest, vest, etc)	22,000		
2.	Blanket / Curtain	a) Blankets / Coverlets	35,000		
		b) Curtains	4,000		
3.	Rotary Press or Cabinet Pressing Item	a) Uniforms / MO coats	13,000		
		b) Uniform accessories (e.g. belt, cap, collar, epaulettes, etc.)	200		
4.	Tunnel Finishing Item	a) Working Clothes and Others	553,000		
				Grand Total:	

Remarks:

(i) Classification of Linen Handling and List of Linen Items are shown in **Appendices I and II to Schedule 9** respectively.

(ii) HASSC does not commit to order a minimum amount of the service during the contract period. There may be no requirement at all during the whole contract period should there be no service need.

(iii) Tenderer shall note that the items specified shall be considered and accepted on an overall basis. Partial offer for a particular item would not be considered.

(iv) If the Tenderer is awarded this contract, mix draw among the award items are allowed as long as the total order value is confined to the total contract awarded value within the contract period.

Person Authorized to Sign Tender

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

TO BE PUT IN PRICE PROPOSAL

SCHEDULE 24

(Payment Discount)

Pursuant to Clause 21 of Terms of Tender, I/We provide _____% discount that I/We will allow on the offered price(s) if acceptance of Goods/Services is confirmed and payment for each consignment/service is made in full.

Acceptance of Services shall be construed within the meaning of Clause 22 of Part III (Contract).

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

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 25

(Staff Uniform and Laundry Plan)

Tenderer shall provide the following information:

1. Design (including photo) of staff uniform for summer & winter
2. Staff grooming information
3. Uniform laundry plan / information for arranging laundry service for Tenderer's Staff

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 26

(Staff Rules)

1. IDENTIFICATION TAGS

Contractor's staff are required to wear an identification tag provided by the Contractor while at work.

2. UNIFORM

To meet operational requirements, Contractor's staff are required to wear clean and presentable uniform whilst at work.

3. CONDUCT

Contractor's staff should be courteous and pleasant at all times. The Contractor shall ensure that its staff are made aware of and comply with all the Hospital's rules and regulations regarding the conduct of its or the Contractor's staff.

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 27

(Rates of Liquidated Damages)

Item	Nature of Deficiencies/ Failings	Payment Deduction
1.	Employment or engagement by the Contractor to perform the Service by any person(s) unauthorized to take up employment in Hong Kong under the law.	Full value of a worker's shift for each day.
2.	Failure to provide to the HASSC the service listed in **Schedule 9 (Specifications)**.	Full value of the service for the period in which the service is not provided.
3.	Lost of linen items by the Contractor during the laundering process	Full value (at cost) of the linen items involved.
4.	Damage to linen items by the Contractor during the laundering process, except damage due to normal wear & tear.	Full value (at cost) of the linen items involved.

Remarks:
HASSC reserves the right to ask the Contractor to produce proof of salary payment to the staff for inspection under this Contract.

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 28

(Contract Deposit)

I / We am / are prepared to pay the Contract deposit with the Authority before the commencement of the Contract or within 30 days from the date of the letter of acceptance of offer whichever is the later, an amount equal to 2% of the Contract value by:

( ) Cheque

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

(Please put a tick as appropriate)

In the event of any queries relating to the Contract deposit, please contact the following representative of the Tenderer:

Contact Person: _____

Telephone No.: _____

Fax 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.:	_____

SCHEDULE 29

(Statement of Compliance)

1. Statement of Compliance

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

*(a) I / We confirm that the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority offered comply with the required specification in every respect

*(b) I / We confirm that the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority offered do not comply with the required specification. Should the Services differ from the required specification, tenderers must provide full details of their alternative offer below:

Item(s) / Clause(s)	Details

(Delete whichever is not applicable.)*

2. Validity Period

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

3. Certificate of Non-Collusion

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

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

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

I / We expressly acknowledge and agree that, without prejudice to any other rights of the Authority, if

Person Authorized to Sign Tender

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

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.

4. National Security

(a) I/We confirm that, before I/We sign this undertaking, I/We have read and fully understand this undertaking, Clause 41 of the Terms of Tender, and Clause 41 of the 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 30

(Confidentiality Undertaking)
(to be submitted upon request by the HA after contract award)

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 established 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 and DELIVERED)
By the Confidee in the presence of:) _____ _____
) Confidee Witness

---

[1] *Delete if inappropriate.*

[2] *Delete if inappropriate.*

SCHEDULE 31

(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.

Signed by the Signatory for and on behalf of Tenderer:-

Person Authorized to Sign Tender

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

SCHEDULE 32

(Consent to Disclosure)

To : The Hospital Authority

Re : Tender for the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority

We, _____[name of Company], hereby irrevocably authorize, consent and agree that if the Hospital Authority ("the HA") agrees to engage us to carry out the Tender for the Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority, the HA may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to us, disclose to any person in such form and manner as the HA deems fit:

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

(b) the fee proposal submitted by us on _____ [date].

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

Dated this _____ day of _____

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

of the _____
[post(s) of the signator(ies)]

of the _____
[name of the company]

in the presence of :

Signature of Witness : _____

Name of Witness : _____

Occupation : _____

Address : _____

Person Authorized to Sign Tender

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

PART V

OFFER TO BE BOUND

1. I/We, the undersigned/limited company hereunder mentioned, do hereby agree to carry out the whole(or any part) of the Services mentioned in the attached Schedule which may, during the Contract period or any extension thereto be required, by or on behalf of the Authority Representative to be carried out, at the charges quoted by me/us in the said Schedule free 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 VI

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)]

PART VII

NOTICE FOR SUBMISSION OF TENDERS

(In addition to Clause 33 - Part I of Terms of Tender,
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.

PART VIII

REVIEW BODY ON BID CHALLENGES

This tender is covered by the Agreement on Government Procurement of the World Trade Organisation (WTO GPA) and the provisions of the WTO GPA will apply to this tender. Suppliers are requested to note that a Review Body on Bid Challenges (under WTO GPA) ("the Review Body") has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body ("the Rules") which are available for inspection at the Secretariat of the Review Body located at the Commerce and Economic Development Bureau or which may be sent to the interested parties upon request. In the event that a supplier believes that a breach of the WTO GPA has occurred, the supplier may, within 10 working days after he/she knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the supplier is encouraged to seek resolution of its complaint in consultation with the Entity before lodging a complaint to the Review Body. In such instances, the Entity shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.

Suppliers are also to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than 30 days after the basis of the challenge is known or reasonably should have been known.

PART IX

NO OFFER REPLY SLIP FOR TENDER INVITATION

- Vendors who do not intend to make offer to this tender invitation should complete and return this "No Offer Reply Slip for Tender Invitation" 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 No: 2990 3822

Tender Details

Tender for	Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority
Tender Reference :	KWC/N/027-26
Closing Date and Time :	20 October 2026, 12:00 noon

With reference to the tender invitation of captioned subject, I regret to advise that I cannot provide the tender(s) on the following reason(s):

(Please tick against the box where applicable.)

☐ The requirement is temporarily out of supply / out of the range of our supply. We are selling: _____

☐ The required tender specifications cannot be met. Following mandatory clauses of tender specifications cannot be met. i.e. Clauses _____

☐ The delivery date of service / job cannot be met.

☐ The requirement of presentation cannot be met.

☐ The scale of the required service is too *huge / small to be met.

☐ Others (please specify)

_____

_____

_____ (Signature)

_____ (Name in Block Letters)

_____ (Post Title)

_____ (Name of Company)

_____ (Email and Telephone)

_____ (Date)

_____ (Company Stamp)

PART X

REPLY SLIP FOR TENDER BRIEFING ATTENDANCE CONFIRMATION

To: Cluster Procurement & Materials Management Centre
Kowloon West Cluster, Hospital Authority
(Attn: Ms Clara LAU)

Fax No: 2990 3822 (to be completed and returned on or before noon, 16 September 2026)

Tender Reference: KWC/N/027-26
Provision of Contingency Laundry Services for Central Laundry of Hospital Authority Supporting Services Centre, Hospital Authority

For Tender Briefing

Date	Time	Location	Contact Person	Tel. No.
18 September 2026 (Friday)	10:00 a.m.	Conference Room, GM/F, Hospital Authority Supporting Services Centre, No. 8 Chui Kwan Drive	Ms Clara LAU / Ms Phoenix AU	2990 3598 / 2926 9281

☐ We can attend the tender briefing

No. of Representative will attend the tender briefing: _____

Representative: _____ (Tel No.) _____
(Name)

☐ We cannot attend the tender briefing.

Please tick as appropriate.

Signature : _____

Name in Block Letters : _____

Name of Company : _____

Telephone No. : _____

Fax No. : _____

Date : _____

_____
(Company Chop)