

#### 第 4 部分 — 應約履行

1. 我 / 我們參閱過本招標文件，同意受上述條款約束。
2. 我 / 我們同意按照本招標文件的招標條款，在合約期內按照政府發出的訂單，以價格附表呈報的價錢，依約供應任何或全部貨品，不再收取其他任何費用。
3. 我 / 我們並證明，下述由我 / 我們提供的資料均屬正確：

- (a) 商業登記證 (號碼：.....)  
屆滿日期為：.....
- (b) 僱員賠償保險單 (編號：.....)  
屆滿日期為：.....

4. 我 / 我們獲下述公司授權，我 / 我們的簽署對下述公司具有約束力。  
— 或 —  
我 / 我們為下述商號的合伙人，獲授權作出對該商號及其他合伙人有約束力的簽署。

5. 公司 / 商號的名稱為：.....

6. 上述公司已登記辦事處地址為：.....  
— 或 —

上述商號合伙人的姓名及住址為：.....

7. 簽署人的姓名、職位及地址：.....

簽署：.....

日期：二〇.....年.....月.....日

註：(i) 投標者必須填報上述所需的資料。  
(ii) 請將不適用者清楚刪去。

#### 第 5 部分 接受投標備忘錄

本人.....  
(姓名及職位)

現代表香港特別行政區政府，基於本合約所載的條款，接納你就附表所列下開貨品遞交的投標：

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

日期：二〇.....年.....月.....日

簽署人：..... 見證人：.....  
.....  
.....

THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
LABOUR DEPARTMENT  
TENDER FOR THE SUPPLY OF GOODS

Tender Ref.: LDPT032014 TENDER FORM Contract No.: .....

#### LODGING OF TENDER

To be acceptable as a tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for Supply of Hardware and Software Items for the Vacancy Search Terminal System to the Labour Department" and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, must be deposited in the Government Logistics Department Tender Box situated on the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon (time) on 22 January 2015 (date) (Hong Kong time). Late tenders will not be accepted.

#### INTERPRETATION

##### PART 1 — TERMS OF TENDER

##### PART 2 — GENERAL CONDITIONS OF CONTRACT

Details on Interpretation, Terms of Tender and General Conditions of Contract used for tendering for the supply of goods to the Government of the Hong Kong Special Administrative Region are contained in the Standard Tender Terms and General Conditions of Contract which are available for viewing and downloading from the following website:

- [https://www.gldpcms.gov.hk/etb\\_prod/jsp\\_public/sm/ssm00105.jsp](https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp)

Copies of the Standard Tender Terms and General Conditions of Contract can also be obtained from the following:

Procurement Division, Government Logistics Department  
9/F, North Point Government Offices  
333 Java Road, North Point, Hong Kong  
(Internet Homepage-<http://www.gld.gov.hk>)

##### PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

##### PART 3A — TECHNICAL SPECIFICATIONS

Attached to this Tender Form (if any).

Dated this Fifth day of December 20 14

SL CHAU  
Government Representative

**PART 4 — OFFER TO BE BOUND**

- 1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do hereby agree to execute orders for any or all of the Goods, which may during the Contract Period be placed by the Government at the prices quoted in the Price Schedule free of all other charges, subject to and in accordance with the terms of the Tender Document.

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

- (a) Business Registration Certificate (No. ....) which expires on .....
- (b) Employee's Compensation Insurance Policy (No. ....) which expires on .....

4. I am/We are duly authorised to bind the company hereinafter mentioned by my/our signature(s).  
 — or —  
 I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein.

5. The name of the company/firm is .....

6. The registered office of the company is situated on .....  
 — or —

The names and residential addresses of the partners of the firm are as follows :

.....

7. Name(s), post(s)/title(s) and address(es) of person(s) signing :  
 .....

Signature(s) : .....

Dated this ..... day of ..... 20 .....

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

**PART 5  
MEMORANDUM OF ACCEPTANCE**

On behalf of the Government of the Hong Kong Special Administrative Region,  
 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 ..... 20 .....

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

香港特別行政區政府  
 勞工處  
 招標承投供應貨品

招標編號： LDPT032014 ..... 投標表格 ..... 合約編號： .....

**投遞標書**

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明「為勞工處空缺搜尋終端機系統供應硬件及軟件」

投標書，致 政府物流服務署開標委員會 主席收，並於 2015 年 1 月 22 日 中午12時 (香港時間) 前投入設於 香港北角渣華道333號北角政府合署地下的政府物流服務署 的投標箱內。逾期投標概不受理。

**釋義**

- 第 1 部分 — 招標條款
- 第 2 部分 — 一般合約條款

有關招標承投供應貨品予香港特別行政區政府的釋義部分、招標條款和一般合約條款的詳情，載於標準招標條款和一般合約條款，請到以下網站查閱和下載：

- [https://www.gldpcms.gov.hk/etb\\_prod/jsp\\_public/sm/ssm00105.jsp?ACTION=SWITCH\\_TO\\_TRADITIONAL\\_CHINESE](https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp?ACTION=SWITCH_TO_TRADITIONAL_CHINESE)

上述文件亦可在下列辦事處索取：

政府物流服務署採購科  
 北角政府合署 9 樓  
 香港北角渣華道 333 號  
 (互聯網頁 — <http://www.gld.gov.hk>)

**第 3 部分 — 特別合約條款**

附夾於標書內 (如有)。

**第 3 甲部分 — 技術規格**

附夾於標書內 (如有)。

日期：二〇 一四 年 十二 月 五 日

周雪蓮  
 政府代表

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System (VST System)  
to the Labour Department**

**Supplement to the Interpretation**

(a) In addition to the terms defined in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-1 (March 2014)), the following terms are applicable to this Invitation to Tender and the Contract:

- “Acceptance Certificate” means a certificate to be issued by the Government pursuant to Clause 12 of the Special Conditions of Contract;
- “Acceptance Date” means in relation to a batch of New Hardware and New Software, the date of the Acceptance Certificate for that batch;
- “Acceptance Tests” means the Function Tests, the User Acceptance Tests, and the Reliability Tests to be carried out pursuant to Clauses 9 and 10 of the Special Conditions of Contract;
- “Annual Maintenance Charges” means the amounts specified as such in Schedule B (Price Schedule) whether in relation to a New Hardware or New Software;
- “batch of New Hardware and New Software” have the meanings given to them in Clause 3(b) of the Special Conditions of Contract;
- “Completion Date” means in relation to a batch of New Hardware and New Software, the date specified in the Implementation Plan by which the Contractor shall provide the New Kiosks incorporating such batch of New Hardware and New Software (on the basis of one Kiosk incorporates one set of New Hardware and New Software) Ready for Use;
- “Contract” means the contract between the Government and the Contractor comprising the following parts of the Tender Document and other items as specified below:
- (a) BD-TERMS-1 (March 2014) comprising: the “Interpretation” Section, the “Terms of Tender” and the “General Conditions of Contract”;
  - (b) The “Tender Form (G.F. 230)”;
  - (c) This “Supplement to the Interpretation”;
  - (d) The “Notes for Tenderers”;
  - (e) The “Terms of Tender (Supplement)”;
  - (f) “Schedule A” to “Schedule D” in the form as appearing in the Tender Document and those which were submitted by the Contractor as part of its Tender for the Contract, and accepted by the Government;

- (g) The “Special Conditions of Contract”;
- (h) “Annex B” (Form of Banker’s Guarantee); and
- (i) All other schedules, plans, drawings and other documents which form part of the Contractor’s Tender or are incorporated by reference herein or in any of the above documents,

in each case subject to such further changes as the Government may stipulate in exercise of its powers under the Terms of Tender or its Supplement, and/or otherwise subject to such further changes as the Government and the Contractor may agree.

(Each of the above documents shall be referred to throughout the Tender Document and the Contract by their respective titles as appearing in quotation marks above);

References to “the Contract” or “this Contract” shall mean the same Contract as defined above;

“Contract Deposit”	has the meaning given to it in Clause 34(a) of the Special Conditions of Contract;
“Contract Period”	has the meaning given to it in Clause 1 of the Special Conditions of Contract;
“Contractor Personnel”	means the employees, agents, sub-contractors deployed by the Contractor or by its sub-contractors for performing the Contract;
“Contract Specifications”	means the Technical Specifications and the specifications submitted by the Contractor as part of its Tender including the Schedules, and any specifications published by the manufacturers, in respect of the Goods;
“Date of Acceptance of Offer”	means the date of the letter of acceptance or facsimile issued by the Government in accordance with Paragraph 26 “Acceptance” of the Terms of Tender (BD-TERMS-1 (March 2014));
“Estimated Contract Price”	means the one-off aggregate one-time price for one hundred (100) units of New Kiosks, plus the five (5) years’ charges for the Maintenance Services and less the Trade-in Price in the amount specified as such in Schedule B for those Trade-in Items collected by the Contractor;
“Existing Kiosks”	Means the kiosks as listed in Section 4.1 of the Technical Specifications which are to be replaced by the New Kiosks;
“Function Tests”	means the tests identified as such to be conducted by the Contractor in accordance with the requirements of the

	Contract including Clause 9 of the Special Conditions of Contract and Schedule D (Information Schedule);
“Goods”	means the total quantity of all batches of New Hardware and New Software may be ordered by the Government and/or supplied by the Contractor from time to time under the Contract ;
“Government Representative”	means: <ul style="list-style-type: none"><li>(a) the Director of Government Logistics;</li><li>(b) the Commissioner for Labour;</li><li>(c) any officer of the Government specified by the Director of Government Logistics or the Commissioner for Labour for the purposes of the Contract; and</li><li>(d) any other officer authorised by the officer referred to in (c) for the purposes of the Contract;</li></ul>
“Hardware Delivery Period”	means in relation to a batch of New Hardware and New Software the period for delivery of such batch as specified in the Implementation Plan or any subsequent Order for such batch superseding the Implementation Plan;
“Implementation Plan” or “Implementation Timetable”	means the time schedule and sequence of events for the performance of this Contract (the details of which are set out in Section 5.3 of Schedule A (Technical Specifications)) subject to such changes as may be stipulated by the Government in exercise of its powers under the Contract, or such changes as the Government and the Contractor may agree;
“Item”	means an item as classified in Schedule B (Price Schedule) with a unique item number and where applicable letter assigned to it in the first column of Schedule B (Price Schedule), and as more particularly described in the second or third column with the heading “Description”;
“Licence”	means the licences for the use of the New Software on the terms as specified in Clause 18 of the Special Conditions of Contract;
“Location”	means the locations at which the New Hardware and where applicable New Software are to be installed as specified in each Order. The locations include those as stated Section 5.2 of the Technical Specifications and such other locations as may be designated by the Government from time to time and are accessible by land transport;
“Maintenance Period”	means in respect of each batch of New Hardware and New Software, a period of 5 years commencing from the

	Acceptance Date for such batch, unless earlier terminated or extended;
“Maintenance Services”	means the maintenance services to be provided by the Contractor pursuant to all applicable provisions of the Contract including Clause 14 of the Special Conditions of Contract and Schedule D (Information Schedule);
“New Hardware”	means all or any of the Item 1 to Item 5 specified in Table 1.1 of Schedule B (Price Schedule), and any other additional or replacement or substitute equipment ordered by the Government, and/or supplied by the Contractor under the Contract; for the avoidance of doubt, references to New Hardware include any substitute units to be supplied in compliance with Clause 19 of the Special Conditions of Contract (if any);
“New Kiosk”	Means a unit to be assembled with and incorporate one set of Items 1 to 7 as specified in Table 1.1 of Schedule B (Price Schedule), the software image as referred to in Clause 8(a) of the Special Conditions of Contract, and any other additional or replacement or substitute equipment purchased by the Government, and supplied by the Contractor under the Contract (“the aforesaid individual Items and equipment are referred to as “one Set of New Hardware and New Software”);
“New Kiosks covered by a batch of New Hardware and New Software”	Has the meaning given to the term in Clause 8(b) of the Special Conditions of Contract;
“New Software”	Means all or any of the Item 6 to Item 7 specified in Table 1.1 of Schedule B (Price Schedule), and any other additional or replacement or substitute programs purchased by the Government, and supplied by the Contractor under the Contract; for the avoidance of doubt, references to New Software include (a) any substitute units to be supplied in compliance with Clause 19 of the Special Conditions of Contract (if any) and (b) updates to be supplied as part of the Maintenance Services
“Order”	has the meaning given to it in Clause 6.1 of the General Conditions of Contract (BD-TERMS-1 (March 2014));
“person”	includes any body of persons, corporate or unincorporate;
“portion of the Price attributable to a batch of New Hardware and New Software”	means in relation to a batch of New Hardware and New Software, such portion of the Price which is equal to the applicable Unit Net Purchase Price(s) multiplied by the quantities of New Hardware and where applicable New Software covered by the batch;

“Price”	means the total one-time price payable by the Government under the Contract for all batches of New Hardware and New Software;
“Price Schedule”	means the price schedule specified in Schedule B (Price Schedule) of the Tender Document;
“Ready for Use”	means fully installed and tested and successfully passed each of the Acceptance Tests in accordance with the Contract;
“Reliability Levels”	means the minimum performance levels specified in Section 5.5 of the Technical Specifications;
“Reliability Tests”	means the tests identified as such to be carried out by the Government pursuant to Clause 10(a)(i) of the Special Conditions of Contract;
“Tender Closing Date”	means the date of the Tender Closing Time;
“Tender Document”	has the meaning given to it in Paragraph 1 of the Notes for Tenderers;
“Technical Specifications”	means Schedule A (Technical Specifications) as set out in the Tender Document;
“Trade-in Item”	Means the Existing Kiosks as specified in Table 1.2 of Schedule B (Price Schedule);
“Trade-in Price”	means the amount specified in Table 1.2 of Schedule B (Price Schedule);
“Unit Net Purchase Price”	means the price less all discounts (except for prompt payment discount) for the purchase of a unit of New Hardware or New Software (as the case may be) as specified in Table 1.1 of Schedule B (Price Schedule).
“User Acceptance Tests”	means the tests identified as such to be conducted by the Contractor in accordance with the requirements of the Contract including Clause 9 of the Special Conditions of Contract;
“Warranty Period”	means in relation to a batch of New Hardware and New Software, a period of 12 months or such other period as specified in Schedule C (Compliance Schedule) starting from the Acceptance Date for that batch whichever is the longer; and
“Work”	means all the works, duties and obligations to be carried out by the Contractor under the Contract.

- (b) The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
- (c) The definitions “Contract”, “Contract Deposit”, “Contract Period”, “Contract Price”, “Estimated Contract Price”, “Goods”, “Government Representative”, “Price Schedule”, “Technical Specifications” and “Tender Document” in the Interpretation shall be deleted.
- (d) References to “New Hardware and Software” mean New Hardware and New Software.

**The Government of the Hong Kong Special Administrative Region**

(This invitation to tender is covered by the  
World Trade Organization Agreement on Government Procurement.)

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System (VST System)  
to the Labour Department**

**Notes for Tenderers**

**1 Tender Document**

The Tender Document for this Invitation to Tender, identified as LDPT032014, comprises the documents which are more particularly described below:

- (a) the Tender Form G.F. 230 (Rev. 07/12);
- (b) the Standard Terms and Conditions (Reference No. BD-TERMS-1 (March 2014)) comprising the Interpretation, the Terms of Tender and the General Conditions of Contract;
- (c) the Supplement to the Interpretation;
- (d) the Notes for Tenderers including Annex A;
- (e) the Terms of Tender (Supplement);
- (f) the Special Conditions of Contract;
- (g) the Schedules
  - (i) Schedule A (Technical Specifications);
  - (ii) Schedule B (Price Schedule);
  - (iii) Schedule C (Compliance Schedule);
  - (iv) Schedule D (Information Schedule); and
- (h) Annex B (Form of Banker's Guarantee).

**2 Tenderers' Enquiries**

- (a) Any enquiries from a prospective Tenderer concerning this Tender Document up to the date of the Tenderer lodging its tender with the Government shall be made in writing to the Labour Department (LD) (Attn.: Labour Officer (ES)(IS)(2)) in the following manner:
  - (i) by facsimile on (852) 2591 6519; or
  - (ii) by mail to the LD, Room 1529, 15/F, Harbour Building, 38 Pier Road, Central, Hong Kong.
- (b) Any enquiries from a prospective Tenderer to seek clarification shall be made in writing to the Government at least five working days prior to the Tender Closing Date, and the Government may at its discretion provide such clarification as it considers appropriate. Late enquiries may not be entertained.

- (c) After lodging a tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its tender or the Tender Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereof shall be in writing or formally documented in writing.

### **3 Tender Briefing Session**

- (a) A tender briefing session will be held, tentatively scheduled for 3:00 p.m. on 8 January 2015 at the Hong Kong East Job Centre, LD, 34/F Revenue Tower, 5 Gloucester Road, Wanchai Hong Kong. Although attendance at the tender briefing session is not compulsory, prospective Tenderers are encouraged to participate. A prospective Tenderer who wishes to attend the briefing session is requested to complete the reply slip at Annex A to this Part and fax it to the Labour Department (Attn.: Labour Officer (ES)(IS)2) on (852) 2591 6519 on or before 6 January 2015. The number of representatives of each Tenderer is limited to three (3) persons. Confirmation of registration will be issued to the Tenderer upon receipt of the signed reply slip. Late registration may not be accepted.
- (b) Questions for clarification at the tender briefing session may be submitted in writing to the Labour Department (Attn.: Labour Officer (ES)(IS)2) by fax on (852) 2591 6519 on or before 6 January 2015.
- (c) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration at or after 11:00 am on 8 January 2015, the tender briefing scheduled for that day will be cancelled and the Government will notify prospective Tenderers who have submitted the reply slip of the arrangement for the rescheduled tender briefing.
- (d) The schedule of the tender briefing session is subject to change at the sole discretion of the Government.

**REPLY SLIP FOR TENDER BRIEFING SESSION**

TO: Commissioner for Labour  
Labour Department  
Room 1529, 15/F, Harbour Building, 38 Pier Road, Central, Hong Kong  
(Attn.: Labour Officer (ES)(IS)2)  
Fax No.: (852) 2591 6519

**Tender Reference : LDPT032014**

**Tender for the Supply of Vacancy Search Terminal System to the Labour Department**

I would like to attend the briefing session to be held at 3:00 p.m. on 8 January 2015 (Hong Kong time) at Hong Kong East Job Centre, Labour Department, 34/F Revenue Tower, 5 Gloucester Road, Wanchai Hong Kong.

<u>Full Name of Representative(s)</u>	<u>Post/Title</u>
Mr./Mrs./Ms/Miss _____	_____
Mr./Mrs./Ms/Miss _____	_____
Mr./Mrs./Ms/Miss _____	_____

Name of Company \_\_\_\_\_

Signature of Authorised Person : \_\_\_\_\_

Full Name (in block letters) : \_\_\_\_\_

Contact Person/Post Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile phone No. \_\_\_\_\_ Pager No. \_\_\_\_\_

Notes:

- (a) Each prospective Tenderer can register no more than three (3) representatives for the tender briefing session.
- (b) Please register on or before 6 January 2015. Late registration may not be accepted.

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System (VST System)  
to the Labour Department**

**Terms of Tender (Supplement)**

**1 Tender Invitation**

- (a) Tenders are invited for the supply of hardware and software items for the Vacancy Search Terminal system as specified in the Technical Specifications to the Labour Department subject to and in accordance with the Tender Document as listed in the Notes for Tenderers. .

**2 Company/Business Organisation Status**

- (a) A Tenderer shall provide the details relating to itself in Schedule D (Information Schedule).
- (b) A Tenderer shall attach with its Tender a certified copy of the relevant document (e.g. Board Resolution of the Tenderer, confirmation letter, etc.) showing the person or persons who is or are authorised to sign the Offer to be Bound and has or have the authority to sign for and on behalf of the Tenderer.

**3 Prices**

- (a) The Tenderer shall quote in Hong Kong dollars or U.S. dollars in Schedule B (Price Schedule) as follows:
- (i) the Purchase Price of each of Item 1 to Item 5 of the New Hardware on an F.I.S. basis (F.I.S. means free into store, i.e. the successful Tenderer bears the responsibility and costs of delivering the New Hardware to the Locations based on such distribution arrangement as stipulated by the Government). The Unit Net Purchase Price in relation to an Item of New Hardware is the price less all discounts (except for prompt payment discount) for the purchase of a unit of that Item of New Hardware. The price shall be all-inclusive and include without limitation delivery, installation and configuration, as well as all other work and services (whether stipulated in the Contract or otherwise) to ensure that a unit of New Kiosk when incorporating the relevant New Hardware is Ready for Use at the Location as stipulated by the Government;
- (ii) the Unit Net Purchase Price of each of Item 6 to Item 7 of the New Software. The Unit Net Purchase Price in relation to an Item of New Software is the price less all discounts (except for prompt payment discount) for the purchase of a unit of that Item of New Software. The price shall be all-inclusive and include without limitation delivery, installation and configuration, the one-off fees for the Licence, as well as all other work and services (whether stipulated in the Contract or

otherwise) to ensure that a unit of New Kiosk when incorporating the relevant New Software is Ready for Use at the Location as stipulated by the Government; and

- (iii) the Annual Maintenance Charges for the Maintenance Services only for Item 1 to Item 5 and Item 7 in Table 1.1 of Schedule B (Price Schedule).
- (b) A Tenderer shall provide in Table 1.2 of Schedule B – “Price Schedule” the Trade-in Price for the Trade-in Items, otherwise the Trade-in Price will be deemed to be zero. If the Tenderer does not offer any trade-in price for an Existing Kiosk and if the Contract is awarded to it, it shall still be required to remove all such Existing Kiosks from the relevant Locations in the quantity as stipulated by the Government and perform all necessary degaussing at its own cost. Furthermore, the trade-in price for the relevant Existing Kiosk shall be taken as nil for the purposes of price evaluation.
- (c) A Tenderer shall provide in Table 1.3 of Schedule B – “Price Schedule”, the charges regarding the relocation of a New Kiosk or an Existing Kiosk from one Location to another when required by the Government. If the Tenderer does not offer any relocation costs and if the Contract is awarded to it, it shall still be required to perform the relocation of New or Existing Kiosk(s) or the setting up of the Kiosks at the new locations from the relevant Government premises (including the Locations) for the Government and perform all necessary services at its own cost whenever such need arises. Furthermore, the charges for the relocation or the setting up of the New or Existing Kiosk at the new locations shall be taken as nil for the purposes of price evaluation.
- (d) All prices quoted in Schedule B (Price Schedule) must be fixed. **A Tender with any price variation clause including without limitation one which based on foreign exchange market fluctuation will not be considered further.**
- (e) It is the duty of the Tenderer to make certain that the prices quoted are accurate before submitting its Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in the prices quoted). Notwithstanding the foregoing, the Government does reserve the power to negotiate with any Tenderer and to seek clarification if there is any ambiguity.
- (f) **A Tenderer’s Tender with different rates for different locations or imposing an additional service charge for delivery to any particular location will result in the Tender not being considered further.**
- (g) Unless varied by the Government in accordance with the applicable provisions of the Contract, the Implementation Timetable shall apply to determine the quantity of each batch of New Hardware and Software. In addition, the Government may place Orders for all or any of the Items of all New Hardware and New Software within a period of 18 months after the Date of Acceptance of Offer. All New Hardware and New Software supplied shall be chargeable at the applicable Unit Net Purchase Price quoted in Schedule B (Price Schedule). All Maintenance Services to be provided for such New Hardware and New Software shall be chargeable at the Annual Maintenance Charges quoted in Schedule B (Price

Schedule).

#### **4 Particulars of Offer**

The Tenderer shall provide in Schedule C (Compliance Schedule) the material particulars of each Item of New Hardware and New Software on or before the Tender Closing Time. **Otherwise, its Tender will not be considered further.**

#### **5 Implementation Plan**

- (a) Unless otherwise varied by the Government in accordance with the applicable provisions of the Contract, each batch of New Hardware and New Software shall be supplied, delivered, assembled into New Kiosks, and be submitted to the Acceptance Tests, and be Ready for Use in accordance with the Implementation Plan specified in Section 5.3 of Schedule A (Technical Specifications). Unless otherwise varied by the Government, the quantity for each batch shall be as stated in the Implementation Plan.
- (b) The Tenderer shall confirm in Schedule C (Compliance Schedule) that it will comply with the Implementation Plan specified in Section 5.3 of Schedule A (Technical Specifications) by the Tender Closing Time. **Failing which, its Tender will not be considered further.**

#### **6 Tenders to Remain Open**

Pursuant to Paragraph 4.2 of the Terms of Tender (BD-TERMS-1 (March 2014)), a Tender submitted in response to this Invitation to Tender shall remain valid and open for acceptance for a period of not less than **240 days** after the Tender Closing Time.

#### **7 Payment Terms**

- (a) Payment to the successful Tenderer will be made in accordance with Clause 17 of the Special Conditions of Contract.
- (b) A Tenderer is requested to indicate in Schedule D (Information Schedule) what discounts it will allow on the Tender price if payment is made in full within a specified period of time.
- (c) Payment to a successful Tenderer from a place outside Hong Kong will be made by telegraphic transfer. A Tenderer from a place outside Hong Kong is therefore required to provide its banking details in Schedule D (Information Schedule).

#### **8 Statement of Compliance**

- (a) A Tenderer shall confirm in Paragraph 1 of Schedule C (Compliance Schedule) that its Tender is in compliance with the essential requirements stipulated in the

Technical Specifications. Without prejudice to other provisions of the Tender Document, **a Tenderer's Tender that fails to comply with any of the essential requirements of the Technical Specifications will result in the Tender not being considered further.**

- (b) For the avoidance of doubt, without prejudice to the generality of Paragraph 21 of the Terms of Tender (BD-TERMS-1 (March 2014)), notwithstanding that a Tenderer might have confirmed compliance in Paragraph 1 of Schedule C (Compliance Schedule), in the event of any ambiguity or uncertainty, the Government reserves the right to seek clarification from the Tenderer to determine, inter alia, if its Tender indeed complies with the essential requirements in the Technical Specifications.

**9 Desirable Green Features**

Not used.

**10 Warranty Period**

In respect of each batch of New Hardware and New Software, the successful Tenderer shall provide free Maintenance Services for a minimum period of twelve (12) months for such batch. Brand new units of New Hardware or New Software shall be supplied free of charge in the event that there is any defect or mal-function in any of the supplied New Hardware or New Software during the Warranty Period. The Tenderer shall also provide replacement services free of charge during the Warranty Period. A Tenderer shall state in Schedule C (Compliance Schedule) the Warranty Period offered. **If a Tenderer offers a Warranty Period which is less than 12 months for any Item, its Tender will not be considered further.**

**11 Local Agents**

If a local agent is to be appointed by the Tenderer for performing the Maintenance Services, the Tenderer shall submit in Schedule D (Information Schedule) the contact details of its local agent. If no information is provided, it will be assumed that the Tenderer will itself perform the Maintenance Services.

**12 Probable Requirements**

The estimated quantities of New Hardware and New Software shown in Schedule B are for Tenderers' reference only and are not figures to which the Government binds itself to adhere. The actual requirements may vary depending on the actual needs of the Government, and the successful Tenderer must be prepared to accept any increase or decrease by twenty percent ( $\pm 20\%$ ) of the estimated quantities.

**13 Tender Samples**

- (a) A Tenderer shall, upon request by the Government in respect of all or any of the Items of New Hardware and New Software, submit to the Government two (2) samples of each such Item, inclusive of its consumables (if any), for the

Government's evaluation. The Tenderer shall submit the samples, free of charge to the Government, within seven (7) days or such other period as specified in the Government's written request to:

Labour Department  
Room 1529, 15/F, Harbour Building, 38 Pier Road, Central, Hong Kong  
(Attn.: Labour Officer (ES)(IS)2)  
Fax No.: 2591 6519

during normal business hours. A receipt for the samples duly signed by Labour Department should be obtained as proof of delivery.

- (b) A Tenderer is requested to seal its samples in such a manner that they will not become loose and cannot be replaced without breaking the seal.
- (c) A label bearing the following information should be attached to each of the submitted samples:
  - (i) Tender reference number;
  - (ii) Company chop;
  - (iii) Brief description of the item;
  - (iv) Item number which should be identical to the item number in Schedule B (Price Schedule); and
  - (v) Tender Closing Time.
- (d) Samples may be rejected if they are not properly contained, sealed, labelled or submitted in the manner described in Paragraphs 13(b) and 13(c) above.
- (e) **If a Tenderer fails to comply with the request of the Government pursuant to Paragraph 13(a) of these Terms of Tender (Supplement) in relation to all or any of the Items, its Tender will not be considered further.**
- (f) Samples submitted may be subject to evaluation so as to ascertain whether or not an Item as represented by the Samples provided is in compliance with the essential requirements set out in the Technical Specifications for such Item and fit for the intended purposes.
- (g) **A Tenderer's Tender will not be considered further if all or any of the samples of an Item fail to meet any of the essential requirements laid down in the Technical Specifications for such Item or all or any of the samples are found to be defective in materials, workmanship or design during evaluation.**
- (h) Samples submitted by a Tenderer, together with any unused consumables (if any), will be returned to the Tenderer. If a Tenderer fails to collect the samples within fourteen (14) days from the date of the Government's written notification, the Government may dispose of the samples without any further notice.

#### **14 Basis of Acceptance**

- (a) **A Tender with partial quotation for some but not all Items specified in Table 1.1 of Schedule B (Price Schedule) will result in the Tender not being**

**considered further.**

- (b) **A Tender specifying any other basis of acceptance will not be considered further.**

## **15 Tender Evaluation**

Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Document, the Tenders will be evaluated as follows:

(a) Completeness Check

A completeness check will be conducted by checking whether each Tender has been submitted in accordance with the requirements of the Tender Document. **If a Tenderer fails to submit by the Tender Closing Time any of the items stipulated in Paragraph 17(a) of these Terms of Tender (Supplement), its Tender will not be considered further.**

(b) Assessment of Compliance with Essential Requirements

- (i) Each Tender will be checked for its compliance with the essential requirements as detailed in the Technical Specifications.
- (ii) A Tenderer passes the assessment criteria in Paragraph 15(b)(i) above shall, upon request by the Government, submit samples of all or any of the Items in accordance with Paragraph 13 above to substantiate that the samples are in compliance with the essential requirements for such Item(s) as detailed in the Technical Specifications and are free from defect in materials, workmanship and design.
- (iii) **Any Tender which fails any of the above assessment criteria will not be considered further.**

(c) Price Assessment

- (i) The Tender price assessment will be conducted as follows:
- (1) the estimated total one-off price for Item 1 to Item 7 specified in Table 1.1 in Schedule B (Price Schedule) in the estimated quantities for these Items as specified therein;
- (2) the estimated total Annual Maintenance Charges for Item 1 to Item 5 and Item 7 specified in Table 1.1 of Schedule B (Price Schedule) in the estimated quantities for these Items as specified therein over a period of 5 years (including first-year free warranty) using net present value methodology; and
- (c) less the estimated total Trade-in Price specified in Table 1.2 of Schedule B (Price Schedule) in the estimated quantities for these Items as specified therein.
- (ii) For Tender price comparison purposes,

- (1) any prompt payment discount offered by a Tenderer will not be taken into consideration in the Tender price assessment;
- (2) a Tender submitted in U.S. dollars will be converted to Hong Kong dollars based on the opening selling rate of U.S. dollars quoted by the Hong Kong Association of Banks on the Tender Closing Time;
- (3) the net present value methodology will be used for price evaluation on the total Annual Maintenance Charges and total annual price of the Consumables. Please note that a cashflow discount rate at 3.5% per annum will be used. However, the cashflow discount rate should not be taken as economic forecast of the Government; and
- (4) all Items offered by a Tenderer in its Tender will be treated as free of charge unless the price quotations for these Items are specified in Schedule B (Price Schedule) as per the request in that Schedule. On the contrary, the Tenderer shall not at its own initiative provide any price quotation which is not requested in Schedule B (Price Schedule). Any such price quotation shall be ignored by the Government and shall not form part of the Contract.

## **16 Tenderer's Financial Capability**

- (a) A Tenderer is not required to submit financial information specified below as part of its Tender. However, upon the first written request of the Government, the Tenderer shall provide the documents and information specified in this Paragraph 16 within five (5) working days of such request for such financial assessment.
- (b) A Tenderer shall upon request by the Government submit the following information for assessment of its financial capability. Where the Tenderer is to be financially supported by its parent company, the following information requirements shall also apply to the parent company as well. For a partnership, the following information requirements shall also apply to each member of the partnership.
  - (i) The audited financial statements of the Tenderer for the last three (3) financial years immediately prior to the Tender Closing Time are required for the financial assessment. In the case where a Tenderer is established for less than three (3) years, it is required to provide its latest audited financial statements if available for the financial assessment. In addition, management accounts for a period not earlier than three (3) months before the Tender Closing Time are also required (if that period or any part thereof has not already been covered by the latest audited financial statements).

The following requirements shall apply in relation to the financial statements and management accounts to be submitted, where applicable:

- (1) the original or certified true copy of the audited financial statements (to be certified by the Tenderer's auditors) shall be submitted;

- (2) the financial statements shall have been prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);
  - (3) each of the three sets of audited financial statements must contain the directors' report, auditors' report, balance sheet, profit and loss account, statement of changes in equity, cash flow statement and notes to the accounts in respect of the financial year to which they relate;
  - (4) consolidated group financial statements shall be submitted if the Tenderer is a subsidiary of another company, but the company-only financial statements reflecting the financial position and results of the Tenderer itself should also be submitted, covering the same periods mentioned in (i) above;
  - (5) all such financial statements must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by the local law of the place of the company's establishment;
  - (6) unaudited financial statements are acceptable only if the Tenderer is a newly established company or an unincorporated entity where the first financial statements are not yet available;
  - (7) for management accounts or unaudited financial statements, they must be certified by the sole proprietor in the case of a sole proprietorship, a partner in the case of a partnership, a director in the case of a company or a certified public accountant or other accountant acceptable to the Government; and
  - (8) where the original documents are in a language other than English or Chinese, translations in English or Chinese, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (ii) The Tenderer shall also provide documentary evidence showing any available financial resources or backing to fulfil the obligations under the Contract. Such documents may include:
- (1) the names and addresses of banks which are prepared to provide references;
  - (2) the latest three to six (6) months' bank statements (originals or certified true copies) confirming balances of its major bank accounts;
  - (3) original letters from banks, where applicable, confirming the line of credit facilities available to the Tenderer and the current unutilised balances within six (6) months before the Tender Closing Time, also stipulating the expiry date of the facilities;
  - (4) agreements confirming long-term loans obtained, or to be obtained from the parent company, directors or shareholders;
  - (5) written confirmation from a bank that it is willing to provide financial support or guarantee to the Tenderer. The wording of

such confirmation shall be specific and constitute a guarantee of financial support to the Tenderer for the due and faithful performance of the contract, where applicable. Where the guarantee is limited by value, such value shall be clearly stated in the confirmation;

- (6) copies (certified as true in the same manner mentioned in (i)(7) above) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
  - (7) originals or certified true copies of past tax records such as profit tax assessments for the three financial years prior to the Tender Closing Time.
- (iii) Projected profit and loss accounts and cash flow statements for the period of the Contract, showing the projected revenue, operating expenses, capital expenditure and the sources of finance such as upfront investment and/or debt financing.

(Notes:

- (1) The projected statements must be certified by the sole proprietor in the case of a sole proprietorship, a partner in the case of a partnership or a director in the case of a company;
  - (2) The assumptions used in preparing the projections must be reasonable and must be clearly stated. All the supporting schedules and detailed calculations shall also be submitted; and
  - (3) The projections must include at least the projected revenue, details of operating expenses, capital expenditure, sources of finance, and other particulars showing how the Tenderer will deal with the Contract.)
- (c) Details and values of other contracts on hand and being tendered for up to the Tender Closing Time or intended to be tendered for any time after the Tender Closing Time by the Tenderer are required.
- (d) If the successful Tenderer has passed the financial assessment, it shall submit to the Government a Contract Deposit either in cash or in the form of a Banker's Guarantee in Hong Kong dollars in an amount equivalent to 2% of the Estimated Contract Price in accordance with Clause 34 of the Special Conditions of Contract.
- (e) If the successful Tenderer is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment or it fails in the financial assessment, the Tenderer shall submit to the Government a Contract Deposit either in cash or in the form of a Banker's Guarantee in Hong Kong dollars in an amount equivalent to 5% of the Estimated Contract Price in accordance with Clause 34 of the Special Conditions of Contract.
- (f) If payment of the Contract Deposit by a Banker's Guarantee is preferred, the Banker's Guarantee as per the specimen at Annex B (Form of Banker's Guarantee) shall be provided which may only be released by the same time as specified in Paragraph 16(g) below.

- (g) The Contract Deposit will be released three (3) months after the expiry of the Warranty Period of the last batch of the Goods ordered; or 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.
- (h) A Tenderer should select the method of providing the Contract Deposit it prefers in Schedule D (Information Schedule). In the event that the successful Tenderer fails to do so, it will be assumed that the successful Tenderer shall deposit cash with the Government.

## **17 Information/Documents to be Submitted**

- (a) A Tenderer shall submit the following in its Tender **on or before the Tender Closing Time**:
  - (i) **all price quotations as required in Table 1.1 of Schedule B (Price Schedule); and**
  - (ii) **(1) the statement of compliance in Paragraph 1 of Schedule C (Compliance Schedule); (2) the material particulars of each of the Items in Paragraph 2 of Schedule C (Compliance Schedule); (3) the statement of compliance with the Implementation Plan in Paragraph 3 of Schedule C (Compliance Schedule); and (4) proposal of the Warranty Period in Paragraph 4 of Schedule C (Compliance Schedule).**

**If there is any missing item as mentioned above, its Tender will not be considered further.**

- (b) **If a Tenderer uses the Paper-based Tendering, it shall submit Part 4 “Offer to be Bound” of the Tender Form (G.F. 230) signed by the Tenderer on or before the Tender Closing Time. Otherwise, the whole of its Tender will not be considered further.**
- (c) In addition to Paragraphs 17(a) and 17(b) above, a Tenderer is required to provide all other information/documents, duly completed and signed where applicable, requested in the Tender Document or relevant to its offer, including but not limited to the following:
  - (i) Schedule D (Information Schedule);
  - (ii) a copy of a valid Business Registration Certificate and copies of other documents evidencing the Tenderer’s business status as required in Paragraph 7.1(e) of the Terms of Tender (BD-TERMS-1 (March 2014));
  - (iii) if the Tenderer is a company or body corporate, the Tenderer’s Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents as required in Paragraph 7.1(f) of the Terms of Tender (BD-TERMS-1 (March

2014)); and

- (iv) product and services information, including catalogues and other technical and descriptive literature about the Items offered.

A Tenderer should provide all the above information/documents at the same time when it submits its Tender. **If any of the above information/documents is missing in a Tender and is not provided upon any request which may be made pursuant to Paragraph 21 “Request for Information” of the Terms of Tender (BD-TERMS-1 (March 2014)), the Tenderer’s Tender will not be considered further.**

- (d) Nothing in this Paragraph shall limit the Government’s absolute right to determine or to request any other information/documents in connection with or arising out of this Invitation to Tender.

## **18 Deletion**

For the purpose of this Invitation to Tender, Paragraph 1.9, Paragraph 6 (Checklist of Compliance), Paragraph 10 (Manufacturer’s Agreement), Paragraph 27 (Contract Deposit) and Annex B of the Terms of Tender (BD-TERMS-1 (March 2014)) are deleted.

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System (VST system)  
to the Labour Department**

**Special Conditions of Contract**

**1 Contract Period**

This Contract shall be effective from the Date of Acceptance of Offer to the end of the Maintenance Period.

**2 Products and Services to be Provided**

The Contractor hereby agrees to do the following in accordance with the terms and conditions hereof to the satisfaction of the Government:

- (a) supply to the Government one hundred (100) New Hardware and New Software free from all third party claims, charges and encumbrances of whatsoever nature;
- (b) deliver, install and assemble each batch of New Hardware and New Software into New Kiosks based on such distribution and at the applicable Location(s) to be stipulated by the Government ;
- (c) provide the New Kiosks to incorporate each batch of New Hardware and New Software Ready for Use by the Completion Date applicable to that batch;
- (d) provide the Maintenance Services; and
- (e) provide other services set out in Section 5.4 of the Technical Specifications and other provisions of this Contract.

**3 Contractor's Acknowledgement**

- (a) The Contractor acknowledges that the estimated quantities of one hundred (100) for each item of New Hardware and New Software are for the Contractor's reference only and are not figures to which the Government binds itself to adhere. The actual requirements may vary depending on the actual needs of the Government and the Contractor must be prepared to accept any increase or decrease by twenty percent ( $\pm 20\%$ ) of the estimated quantities.
- (b) The Contractor shall deliver and supply the New Hardware and New Software by batches in accordance with the Implementation Plan set out in Section 5.3 of the Technical Specifications unless the Government wishes to vary the quantity of each batch or the time for delivery of each batch through the issue of Orders pursuant to Clause 6.1 of the General Conditions of Contract (BD-TERMS-1 (March 2014)). Where the Government wishes to vary the quantity of a batch of New Hardware and New Software as specified in the Implementation Plan, the Government will issue an Order nearer the time of the scheduled delivery for such batch. Such quantities of

New Hardware and New Software to be delivered in a batch as determined in the aforesaid manner shall be referred to as a “batch of New Hardware and New Software”.

- (c) The Contractor further acknowledges that the Government relies on the skill and judgment of the Contractor in the performance of its obligations under the Contract. The Contractor is obliged to update the Government on the latest development and information to the best of its knowledge relevant to the implementation and performance of New Hardware and New Software.
- (d) The Contractor shall perform its obligations under the Contract:
  - (i) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence;
  - (ii) in accordance with Good Industry Practice; and
  - (iii) in compliance with all applicable laws.
- (e) The Contractor acknowledges that nothing in the Contract shall preclude the Government from procuring any hardware or software (whether within and outside the coverage of the Contract) from any other person.
- (f) For the procurement of any quantity of New Hardware and New Software within the range as specified in sub-clause (a) above, in addition to the quantity for each batch as specified in the Implementation Plan (as varied in the manner mentioned in sub-clause (b) (if any)), the Government shall be entitled to issue an Order any time within eighteen (18) months from the Date of Acceptance of Offer and the unit prices specified in Schedule B (Price Schedule) shall remain unchanged throughout this period.

#### **4 Conduct of the Work**

- (a) The Contractor shall in accordance with the time schedule stipulated in the Contract carry out the Work in a timely and professional manner with all due and reasonable diligence and despatch and shall conform to the standards generally observed in the industry for similar service.
- (b) The Contractor shall, through the Government Representative, keep the Government informed of all matters related to the Work within the actual or constructive knowledge of the Contractor and shall answer all enquiries received from the Government Representative.
- (c) The Contractor shall attend all meetings convened by the Government Representative to which it may be summoned and shall advise and assist the Government on all matters relating to the duties and obligations of the Contractor under this Contract.
- (d) All Government data, equipment and all other materials (tangible or intangible) supplied to the Contractor by the Government for the purpose of this Contract shall remain the property of the Government and shall be returned in proper and functional conditions on or before the Completion Date or such later time as the Government Representative may agree.

**5 Implementation Plan**

- (a) Subject to Clause 5(b) below, the Contractor shall perform its obligations under the Contract in accordance with the Implementation Plan and shall complete each activity by the date specified in the Implementation Plan. All time stipulations in the Implementation Plan shall be of the essence for this Contract.
- (b) The Government shall be entitled to postpone any of the completion dates for the respective activities specified in the Implementation Plan provided the Government will give the Contractor not less than fourteen (14) days' written notice prior to the date to be postponed. The remaining dates of the Implementation Plan shall remain in full force and effect unless the Government shall otherwise determine or unless the postponement is of a material length and the Contractor provides justifications to the satisfaction of the Government that there shall be a corresponding postponement of the remaining dates.
- (c) Any postponement or change of the Implementation Plan pursuant to this Clause 5 or other applicable provisions of this Contract by the Government shall not:
  - (i) oblige the Government to pay any additional remuneration or compensation to the Contractor; or
  - (ii) 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; or
  - (iii) give rise to any other obligation or liability on the part of the Government.

**6 Location Preparation**

- (a) The Contractor shall assist the Government at least fourteen (14) days before delivery of the Goods to plan and to prepare each Location for the installation of the Goods and to provide proper environmental and operational conditions for the efficient working and maintenance of the Goods.
- (b) The Contractor shall, in the course of the execution of the Work, keep the Location in clean, safe and tidy conditions.

**7 Delivery of the New Hardware and New Software**

- (a) In respect of each batch of New Hardware and New Software, the Contractor shall deliver the batch to such Locations and based on such Location distribution arrangement to be stipulated by Labour Department (LD) at its own costs and expenses within the Hardware Delivery Period applicable to that batch.
- (b) Upon completion of delivery, the Contractor shall remove all packing cases, unused cables and other containers in which the New Hardware and where applicable New Software are delivered.
- (c) Upon completion of delivery, the Contractor shall provide such assistance, instruments, machines, expertise, labour and other facilities as may be necessary to enable the Government to inspect and test any of the New Hardware and where applicable New Software.

- (d) Without prejudice to the generality of Clause 7(a), the Government Representative shall be entitled, by giving no less than fourteen (14) days' prior written notice to the Contractor, to postpone delivery to a date or within such period to be specified in the notice, of any or all of the New Hardware and New Software beyond the original Hardware Delivery Period. Other dates specified in the Implementation Plan shall remain unchanged.

## **8 Installation of the New Hardware and New Software**

- (a) The Contractor shall provide one set of New Hardware and Software to LD at least four (4) weeks before Installation of the first batch of New Hardware and Software. After LD has completed installation of the VST application to the New Hardware, LD will give a notice to the Contractor to inform it to collect the New Hardware and Software. The Contractor shall at its own cost and expense collect, prepare a software image and install the software image on each unit of New Kiosk as covered a batch of New Hardware and New Software.
- (b) In relation to each batch of New Hardware and New Software, the Contractor shall install, assemble and incorporate such batch into New Kiosks at the Locations at which they have been delivered within the Hardware Delivery Period applicable to that batch. Each unit of New Kiosk shall be installed, assembled with and incorporate one set of New Hardware and New Software. Reference to "New Kiosks as covered by a batch of New Hardware and New Software" shall mean in relation to a batch of New Hardware and New Software, the New Kiosks to be installed with, assembled and incorporate such batch of New Hardware and New Software in the aforesaid manner including the software image as mentioned in sub-clause (a) above.
- (c) If in the reasonable opinion of the Contractor it is necessary to remove or otherwise disconnect any of the Government's equipment at the Location in order to carry out the work as mentioned in sub-Clause (b) above, the Contractor shall promptly inform the Government Representative who will take all necessary measures or precaution before authorising the Contractor to effect any such removal or disconnection. The Government Representative may require the removal or disconnection of the Government's equipment to be carried out in the off-peak hours or on a Sunday or a public holiday if the operation of the Location or service delivery may be affected by the removal or disconnection of the equipment.
- (d) The Contractor shall cause and ensure proper connection of the New Kiosks to the broadband equipment located at each Location for obtaining broadband connection.
- (e) Connecting cables, power cables and other necessary cables shall be supplied by the Contractor. All New Kiosks shall be installed and assembled on site in the witness of LD staff or designated representatives.
- (f) The Contractor shall install all fixes, upgrades and patches that have been published by the manufacturer for each unit of New Hardware and New Software (including the software image mentioned in sub-clause (a) above) up to the time of completing the Acceptance Test in respect of the batch of New Hardware and New Software to which they belong.

**9 Function Tests and User Acceptance Tests**

- (a) Prior to the carrying out of each of the Function Tests for each unit of New Kiosks as covered by a batch of New Hardware and New Software, the Contractor shall submit the specifications of such Tests for approval by the Government Representative. If in the opinion of the Government Representative such specifications do not provide sufficient details to test all the functions and facilities of the New Kiosks or any New Hardware or New Software as covered by that batch, the Contractor shall make any reasonable amendments to such specification as the Government Representative may require.
- (b) In respect of each unit of New Kiosks as covered by a batch of New Hardware and New Software, within the period as specified in the Implementation Plan for such batch, the Contractor shall conduct the Function Tests to prove that such New Kiosk together with each unit of New Hardware and New Software as incorporated therein are in compliance with the requirements of the Contract and that each such New Kiosk together with each unit of New Hardware and New Software and every part thereof are operating in full and proper working order. The Contractor shall within fourteen (14) days supply to the Government the results of the Function Tests and certify in writing whether each unit of New Kiosk together with each unit of New Hardware and New Software as incorporated therein have passed the same.
- (c) Within the period as specified in the Implementation Plan for each batch, the Government Representative shall carry out the User Acceptance Tests to access whether each unit of New Kiosks as covered by a batch of New Hardware and New Software and every part thereof is operating properly in accordance with the Specification and the Performance Criteria.
- (d) If any unit of New Kiosk or any unit of New Hardware or New Software as incorporated therein fails to pass the Installation Tests or User Acceptance Tests within fourteen (14) days from the date of its first submission to such Tests (“faulty items”), without prejudice to other rights and claims of the Government, the Government may exercise any of the options as specified in Clause 11(a) and/or Clause 11(b) of this Part.

**10 Reliability Tests**

- (a) In relation to each unit of New Kiosk as covered by a batch of New Hardware and New Software which has passed the Function Tests and the User Acceptance Tests, they shall be submitted to the Reliability Tests. The Reliability Tests shall be conducted by the Government within the period as specified in the Implementation Plan for such batch.
  - (i) Reliability Tests
    - (1) Upon successful completion of the Function Tests and User Acceptance Tests in respect of all New Kiosks covered by a batch of New Hardware and New Software, the Government shall carry out the Reliability Tests in respect of each such batch.
    - (2) If any batch of New Hardware and New Software fails to conform

fully to the Reliability Levels in the Reliability Tests, such tests shall be extended during the Extended Period as specified in Section 5.5 of the Technical Specifications.

- (3) If any batch of New Hardware and New Software fails to reach the Reliability Levels after six (6) weeks from the date on which it was first submitted to the tests specified in Clause 10(a)(i)(1) above (“faulty items”), without prejudice to the other rights and claims of the Government, the Government may exercise any of the options as specified in Clause 11(a) and/or Clause 11(b) of this Part.
- (b) From the date of commencement of the Acceptance Tests, the Government shall be entitled to use the Goods at no cost and the Contractor shall provide free of charge all such maintenance services as may be necessary to maintain the Goods in full working order until the Goods are accepted by the Government Representative through the issuance of the Acceptance Certificate. However, the period of such maintenance services shall not be treated as part of the Warranty Period.

## **11 Consequences for Failing the System Tests, Installation Tests or Acceptance Tests**

- (a) In the event of any faulty items (whether by failing to pass the Function Tests or the User Acceptance Tests or Reliability Tests (“failed tests”)), the Government may, without prejudice to its other rights and claims, by a written notice to the Contractor at its sole option elect to exercise the rights and power specified in Clause 11(a)(i), Clause 11(a)(ii) and/or Clause 11(a)(iii) below and/or Clause 11(b) below:
  - (i) to require the Contractor to provide such replacement hardware or software within seven (7) days or such longer period as the Government may allow counting from the date of the Government’s written notice containing such request. In the event that notwithstanding such replacement, the failed tests still cannot be passed, the Government shall be entitled to proceed in accordance with Clause 11(a)(ii) or Clause 11(a)(iii) below by a further written notice to this effect;
  - (ii) to accept the faulty items subject to an abatement of the Price, such abatement to be such amount as, taking into account the circumstances, is reasonable. In the absence of written agreement between the parties as to abatement within fourteen (14) days after the date of such notice, the Government shall be entitled to reject the faulty items in accordance with Clause 11(a)(iii) below; and/or
  - (iii) to reject all New Kiosks covered by the batch of New Hardware and New Software to which the faulty items belong in which event the Contractor shall (without prejudice to the Government's other rights and remedies) forthwith refund to the Government all sums previously paid to the Contractor in respect of such batch (if any).
- (b) In addition to the options as specified in Clause 11(a) above, notwithstanding anything in the Contract to the contrary, by reason of any faulty items failing to pass the failed tests, regardless of the option which may be exercised by the Government under Clause 11(a), the Government may at its election, refrain from issuing any

Order for any of the New Hardware and where applicable New Software under the Contract. Any batch of New Hardware and New Software subject of an Order which has been issued but has not been accepted by the Government under Clause 12 may also be rejected and the Contractor shall forthwith refund to the Government all sums paid to the Contractor in respect of such Batch. New Kiosks covered by a batch of New Hardware and Software which have been accepted through the Acceptance Certificate may still be rejected if the fault which is found in the faulty items is also found in any of the New Kiosks covered that batch of New Hardware and New Software within 6 months after the date of such Acceptance Certificate.

## **12 Acceptance Certificate**

Upon the New Kiosks covered by a batch of New Hardware and New Software passing the Function Tests, the User Acceptance Tests and the Reliability Tests, the Government will, within fourteen (14) days thereafter, either:

- (a) accept the New Kiosks covered by that batch of New Hardware and New Software by issuing an Acceptance Certificate to the Contractor (whether with or without any qualification concerning further deficiencies to be rectified; and if there are such qualifications, the Contractor shall ensure that the deficiencies are rectified by the date indicated in the Acceptance Certificate); or
- (b) give instructions in writing to the Contractor specifying all the work which is required to be done by the Contractor under the Contract before such Acceptance Certificate can be issued, in which case the Contractor shall not make any further request for an Acceptance Certificate until such work is completed to the Government Representative's satisfaction.

## **13 Delays**

- (a) The Contractor shall provide the New Kiosks covered by each batch of New Hardware and New Software Ready for Use on or before the Completion Date applicable to such batch.
- (b) If the Contractor fails to provide the New Kiosks covered by a batch of New Hardware and New Software Ready for Use by the applicable Completion Date ("delayed batch"), the Contractor shall pay the Government as and by way of liquidated damages and not as a penalty for any losses or damage sustained by the Government resulting from delay during the period from the applicable Completion Date to the date on which the Contractor provides such delayed batch Ready for Use the sum of 0.15% of such portion of the Price attributable to such delayed batch for each day or part of the day of such delay up to a total maximum of 15% of such portion of the Price attributable to the delayed batch. Subject to the provisions of Clause 13(c) below the payment of such sums shall be in full satisfaction of the Contractor's liability for such delay only. The payment of liquidated damages shall not relieve the Contractor from its obligation to provide all Goods Ready for Use or from any other liability or obligation under the Contract.
- (c) If the Contractor fails to provide a delayed batch Ready for Use within 30 days after the applicable Completion Date then notwithstanding anything else contained in this

Contract, the Government Representative shall be entitled to terminate this Contract pursuant to Clause 24(a)(v) of this Part.

**14 Maintenance Services**

- (a) The Contractor shall provide the Maintenance Services to keep the New Kiosks in proper order on the terms and conditions as set out hereunder.
- (b) Throughout the Maintenance Period, the Contractor shall provide annual maintenance reports to LD. Such reports shall include a compilation and consolidation of items serviced, replaced, relevant statistics and the up-to-date list of inventory records with location specified. These reports shall be prepared according to the format specified by the LD.
- (c) The Contractor shall provide the remedial maintenance as more particularly specified in Clauses 14(d) to 14(m) below and in Schedule D (Information Schedule) for all New Kiosks on-site at the relevant Locations at which the Kiosks are located throughout the prime maintenance period.
- (d) Upon receipt of a request for remedial maintenance, the Contractor shall despatch a suitably qualified service engineer to the Location as identified in the request within the response time set out in Schedule D (Information Schedule).
- (e) Remedial maintenance shall comprise:
  - (i) the inspection, testing and diagnosing by the Contractor of any fault reported in any of the New Kiosks (“faulty Kiosk”);
  - (ii) identifying the source of the problem; and
  - (iii) the carrying out by the Contractor all such repairs, adjustments and replacement for the relevant faulty Kiosk as may be necessary to restore it to proper working order.
- (f) The Government will make the New Kiosks accessible to the Contractor for preventive maintenance at least once a year or at scheduled times to be mutually agreed between the Contractor and the Government Representative.
- (g) The Contractor acknowledges that the New Kiosks it supplies to the Government may form only part of the Government’s computer system. If the Government’s computer system is not working properly, the Contractor shall give all such assistance to the Government and other suppliers of other parts of the Government’s computer system as may be necessary to enable the relevant parties to remedy the defects.
- (h) As part of the remedial maintenance, the Contractor shall identify the source of fault in the New Hardware and where applicable New Software.
- (i) The Contractor shall at its own cost and expense provide all necessary replacement parts and units to effect all Maintenance Services.

- (j) In the event that the Contractor proposes to modify the New Kiosks:
  - (i) in such a way that the system operation is affected, the Contractor shall request the consent of the Government to the proposed modifications. If the consent is given, the Contractor shall carry out the work at a time convenient to the Government; and
  - (ii) the Contractor shall bear the cost and expense for any such modifications.
- (k) In the event that the Contractor removes any parts of the New Kiosks away from the Location for overhaul or repair, the Contractor shall bear all the costs, including without limitation the costs and expenses for packing, carriage and insurance incurred in the dismantling, removal, overhaul, repair, return and re-installation of any parts of the Kiosks which are removed from the Location for overhaul or repair.
- (l) Any replacement parts and units provided by the Contractor hereunder shall become the property of the Government. Old parts and units (if they are not or do not contain storage devices) may only be removed by the Contractor if the Contractor has completely and securely erased all the data stored in any form in such parts of the Goods. The Contractors shall be liable to indemnify the Government on the terms set out in Clause 26 for failing to observe the requirement of this provision. The Government shall be entitled to retain the parts and units if the Contractor is unable to prove and certify to the Government in writing that all data stored in such parts and units has been completely and securely erased. For those old parts and units which contain storage devices or are storage devices, they shall be dealt with in accordance with Clause 29 of this Part
- (m) In respect of each batch of New Hardware and New Software, the Maintenance Services shall be provided free of charge to the Government throughout the Warranty Period as applicable to that batch. Thereafter, the Annual Maintenance Charges payable for the Maintenance Services are specified in Schedule B (Price Schedule).
- (n) Without prejudice to the right of the Government to terminate the Contract early or its right under Clause 24(a) of this Part, the Maintenance Services shall continue during the Maintenance Period unless the Government gives the Contractor a notice of not less than one (1) month to the effect that the Maintenance Services in relation to all or any of the New Hardware and where applicable New Software as specified in the notice shall be terminated.
- (o) The Government shall have the option to extend the Maintenance Period for further period(s). The Government shall be entitled to exercise such option, not less than one (1) month prior to the expiry of the Maintenance Period, by giving the Contractor a written notice to that effect specifying in such notice the period of extension whereupon the Maintenance Period shall be deemed to be so extended on and subject to the same terms and conditions set out in the Contract.
- (p) After the initial period of extension, the Government shall have the option (without limitation on the number of times that this option may be exercised), on giving the Contractor not less than one (1) month's notice prior to the expiry of the Maintenance Period as last extended, to make further extensions to the Maintenance Period.

- (q) The Government is entitled from time to time to relocate the Kiosks. In such cases, the successful Contractor shall remain responsible for the maintenance of the Kiosks irrespective of the party(ies) performing such relocation.

## **15 Warranties**

- (a) The Contractor warrants that the Goods are new and free from defects in design, material, workmanship and installation. During the Warranty Period, the Contractor shall perform the Maintenance Services as stipulated in the Contract Specifications in respect of each unit of the Goods to maintain the Goods in full working order at its own costs and expenses.
- (b) The Contractor warrants that the Goods and any part thereof are of merchantable quality and shall be fit for the purpose for which they are intended under the Contract.
- (c) The Contractor warrants that the Goods shall conform fully to the Contract Specifications.
- (d) The Contractor warrants that it has the right to sell the New Hardware and to grant the Licence to use the New Software or any part of it as may be ordered by the Government and that such items of the New Hardware and New Software are free from any third party claims, charges and encumbrances of whatsoever nature.
- (e) The Contractor further warrants that each batch of New Hardware and Software shall, any time from the time of delivery to the scheduled Completion Date for such batch, and thereafter for as long as the batch is maintained by the Contractor, conform fully to the Contract Specifications and Reliability Levels.
- (f) If the Contractor receives a written notice from the Government Representative of any breach of the said warranties, the Contractor shall, without prejudice to any other rights or remedies the Government may have, at its own costs and expenses and within seven (7) days or such longer period as the Government may allow after receiving such notice, repair or, at its option, replace such New Hardware or New Software or such parts of it as are defective or otherwise remedy such defect as part of the Maintenance Services.
- (g) The Contractor warrants that the Work shall be performed and completed in a professional manner and that the Contractor, the Contractor's employee and any person employed or engaged by it and any subcontractor or agent of the Contractor or person concerned with the same shall use all necessary skill, care and diligence in the discharge of the duties and obligations under this Contract.
- (h) All of the warranties set out in this Clause 15 shall form part and be deemed to form part of the Warranties defined in Clause 2.2 of the General Conditions of Contract (BD-TERMS-1 (March 2014)).
- (i) Prior to the commencement of the Warranty Period and before the commencement of each 12-month period of the Maintenance Period in respect of New Kiosks covered by a batch of New Hardware and New Software, the Contractor shall provide documentary proof to the Government Representative that the updates for each item

of the New Software for such batch have been procured from the manufacturer/developer/authorised dealer of that New Software in respect of the relevant period.

**16 Compliance with Contract Specifications**

The Contractor shall perform the obligations set out in and comply with the Contract Specifications.

**17 Payment Terms**

- (a) The portion of the Price attributable to a batch of New Hardware and New Software shall only become payable to the Contractor after the issuance of the Acceptance Certificate in respect of such batch.
- (b) In addition, the Contractor shall ensure (1) Delivery Notes of the batch of New Hardware and New Software, (2) Results of the Function Test for the batch and (3) Certificate of Destruction of harddisks of the trade-in Existing Kiosks are available before issuing their invoices to the Government. Otherwise the amount as specified in Clause 17(a) will not be payable until completion and submission to the Government of these documents.
- (c) The Annual Maintenance Charges at the charging rates as specified in Schedule B (Price Schedule) in respect of each batch of New Hardware and New Software shall be payable annually in arrears commencing from the expiry of the Warranty Period for that batch. The Government shall not be liable for any charge for the Maintenance Services during the Warranty Period.
- (d) Notwithstanding anything herein to the contrary, any payment payable by the Government hereunder will be paid within 30 days after any such payment is payable and the receipt and acceptance by the Government of the Contractor's invoice therefore, whichever is the later.
- (e) To enable speedy payment to be made, all invoices and correspondence regarding payment for the Goods accepted should be forwarded by the Contractor to the address below unless instructed otherwise by the Government Representative. The Government shall not be held responsible for any delay in payment for the Goods delivered and accepted under this Contract to the Contractor if any invoices and correspondence sent by the Contractor are not properly addressed and delivered.

Labour Department

Room 1529, 15/F, Harbour Building, 38 Pier Road, Central, Hong Kong

(Attn.: Labour Officer (ES)(IS)2)

- (f) Unless otherwise specified by the Contractor and agreed by the Government, payment will be made in Hong Kong dollars. If the price quoted is in a currency other than Hong Kong dollars, the conversion rate of the specified currency to Hong Kong dollars will be based on the official opening selling rate quoted by the Hong Kong Association of Banks ruling on the date of payment by the Government.

- (g) The parties agree that there shall be no change in the Annual Maintenance Charges during the first year of the Maintenance Period in respect of a batch of New Hardware and New Software. Thereafter such Annual Maintenance Charges may, at the Government's initiative and sole and absolute discretion, be adjusted either upwards or downwards and shall come into force with effect from a prospective date to be designated by the Government ("Adjustment Date") until the next adjustment (if any) or the end of the Maintenance Period (as the case may be). The upward or downward adjustment in percentage (as the case may be) shall be equal to or less than the Government Consumer Price Index B average for the 12 months ended in the most recent month last published by the Government on the website of the Census and Statistics Department prior to the Adjustment Notice (as defined below) as compared with the average for the 12 months preceding the aforesaid 12 months. The Government shall give to the Contractor not less than one month's notice prior to the Adjustment Date informing the Contractor of an adjustment (upward or downward, as the case may be) to such Annual Maintenance Charges as specified in that notice in accordance with this Clause ("Adjustment Notice"), whereupon with effect from the Adjustment Date, the new Annual Maintenance Charges shall be deemed to override the previous Annual Maintenance Charges specified in Schedule B (Price Schedule). The Government is not obliged to take into account of any particular factor in determining whether there should be an adjustment, and is not obliged to give reasons for its decision one way or the other.

## **18 Licence**

In respect of each item of the New Software, the terms and conditions of the licence governing the usage of such New Software shall be equivalent or better than those published by the manufacturer of such New Software and set out in the packaging for such New Software as they are sold on a retail basis (whether as stand-alone product or bundled with other products).

## **19 Technology Substitution**

The Contractor undertakes to offer to the Government and the Government may, at least one month before the scheduled delivery of a batch of New Hardware and New Software under the Implementation Plan, at its sole option, elect to obtain from the Contractor any hardware or software in substitution for the New Hardware and New Software as specified in the Technical Specifications where the substitute unit contains newer technology or has function or performance or security or reliability characteristics similar to or better than the relevant New Hardware and where applicable New Software. Unless the Government otherwise agrees, such substitute unit shall be offered to the Government at the same Unit Net Purchase Price or lower in respect of the Item of New Hardware or New Software which it substitutes, subject further to all discounts offered to the Government in respect of the New Hardware and New Software under this Contract. In the event that the Government elects to obtain the substitute unit of hardware or software from the Contractor, the provisions of this Contract shall apply to such substitute unit as it shall form part of the New Hardware and New Software.

## **20 Title to and Risk of the Goods**

All New Kiosks and all New Hardware and all Licence to the New Software shall vest in

and become the property of the Government when an Acceptance Certificate is issued in respect thereof. All risks shall pass to the Government upon passing of title but not earlier. Before the passing of the title, the risks to the Goods shall remain with the Contractor notwithstanding that they may have been delivered and/or installed at the Locations.

**21 Foreign Exchange**

The Contractor shall not be entitled to any increase in any price specified in Schedule B (Price Schedule) based on foreign market exchange fluctuation.

**22 Admission of Contractor's Personnel to Government Premises**

- (a) The Government Representative reserves the right to refuse admission to any premises of the Government any person employed or engaged by the Contractor, whose admission would be, in the sole and absolute opinion of the Government Representative, undesirable.
- (b) If and when directed by the Government Representative, the Contractor shall provide to the Government a list of the names, addresses and telephone numbers of all Contractor personnel who may at any time require admission on behalf of the Contractor to any premises of the Government (including in particular any of the Location) for performing the Work. Such list shall specify the capacities in which these persons are employed or appointed by or otherwise connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (c) The Contractor shall ensure that all its Contractor personnel who have been given access to any premises of the Government (including in particular any of the Location) comply with any security, health and safety or other policies and regulations that apply to such premises. The Contractor shall also ensure that its operation does not disrupt the orderly operation at the Government's premises.
- (d) In the event that the Contractor fails to comply with Clause 22(b) or Clause 22(c) above, and the Government Representative determines that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract.

**23 Sub-contracts**

- (a) The Contractor shall not, without the prior written consent of the Government, enter into any sub-contract with any person for the performance of any part of the Contract otherwise than the following:
  - (i) the purchase by the Contractor of equipment and materials; and
  - (ii) the sub-contract(s) (if any) specified in Schedule D (Information Schedule).
- (b) 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. All acts, omissions and defaults of any sub-contractor appointed by the Contractor shall

be deemed as the acts, omissions and defaults of the Contractor. If requested by the Government, the Contractor shall within three (3) days provide the Government with copies of any sub-contracts.

## **24 Termination of the Contract**

- (a) Without prejudice to the other rights and claims of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract if:
- (i) the Contractor fails to observe or perform any of the terms and conditions of the Contract and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of the Government within fourteen (14) days (or such longer period as the Government may, in its sole discretion, allow) after the issuance by the Government to the Contractor of a notice in writing requiring it to do so;
  - (ii) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the Contractor otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the competent authority in writing, or the Contractor makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the Contractor or all or any part of its business or assets;
  - (iii) the Contractor abandons the Contract in part or in whole;
  - (iv) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government;
  - (v) if any event or circumstance occurs which enables the Government to terminate the Contract under any of the provisions of the Contract; or
  - (vi) the Government has rejected a batch of New Hardware and New Software under Clause 11(a)(iii) of this Part, and also rejected all those batches of New Hardware and New Software under Clause 11(b) of this Part.
- (b) Each of the grounds entitling the Government to terminate the Contract as specified in Clause 24(a) above shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other term of this Contract.
- (c) Instead of terminating the Contract in relation to all Goods pursuant to Clause 24(a) above, the Government may elect, but is not obliged to, terminate the Contract in relation to some of items of New Hardware or New Software or certain batch(es) of New Hardware and New Software only as the case may be (“Partially Rejected Goods”) in light of the occurrence of any of the events specified in Clause 24(a)(i) to 24(a)(vi) above or otherwise refrain from rejecting all Goods as it may have been entitled to under Clause 11(a)(iii) or Clause 11(b) of this Part (“Partial Termination”).

**25 Consequences of Early Termination**

Upon expiry or early termination of the Contract (howsoever occasioned) (“Termination”):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
  - (i) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
  - (ii) the rights and claims which have accrued to a party prior to the Termination; and
  - (iii) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive Termination and any provisions of the Contract necessary for the interpretation or enforcement of the Contract (including without limitation Clauses 15, 18, 20, 23(b), 24, 25, 26, 28 to 30, 34 to 46 of these Special Conditions of Contract, Clauses 2, 11, 15 (excluding 15.6), 16 (excluding 16.1 to 16.4), 17, 20, 22, 23, 25-30, and 31 to 38 of the General Conditions of Contract. and the Interpretation and Supplement to the Interpretation);
- (b) the Government 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), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor due to the Termination;
- (c) without prejudice to the other rights and claims of the Government, in the case if the Contract is terminated pursuant to Clause 24(a) of this Part, the Contractor shall be liable for all losses, damage, costs and expenses incurred by the Government arising from the Termination including without limitation the excess contract price payable by the Government for procuring all one hundred and twenty (120) units of New Hardware and New Software and the Maintenance Services for such units in comparison with the price and Annual Maintenance Charges for such units as specified in Schedule B (Price Schedule); and
- (d) the Contractor shall remove those Goods which have been rejected by the Government from the Government’s premises.
- (e) upon a Partial Termination pursuant to Clause 24(c) of this Part:
  - (i) the provisions in the Contract to the extent they apply or concern or relate to the Partially Rejected Goods shall be of no further force and effect, but without prejudice to:
    - (1) the Government’s rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor;

- (2) the rights and claims which have accrued to a party prior to the Partial Termination; and
  - (3) the continued existence and validity of all remaining provisions of the Contract.
- (ii) the same consequences specified in Clauses 25(b) to 25(d) above shall apply save that references to “Termination” shall mean “Partial Termination”; and references to “Goods” and “one hundred or “twenty (120) units of New Hardware and New Software” shall mean “Partially Rejected Goods”.

## **26 Liability and Indemnity**

- (a) The Government and none of its employees and agents shall be liable in any way for or in respect of:
- (i) any loss of or damage to any of the Contractor’s property or that of its employees, agents or sub-contractors howsoever caused whether by any act, omission, default or Negligence of the Government or any of its employees or agents or otherwise; or
  - (ii) any injury to or death of any of the Contractor’s employees, agents or sub-contractors save and to the extent any such injury or death is caused by the Negligence of the Government or any of its employees (in which case the Government will be liable or vicariously liable for any such injury or death).
- (b) Without prejudice to Clause 26(a) above, the Contractor shall indemnify the Government and keep the Government fully and effectively indemnified from and against (a) all and any claims (whether or not successful, compromised or settled), actions, proceedings, threatened, brought or instituted against the Government; and (b) all liabilities (including liability to pay compensations or damages), damages, costs, losses, charges and expenses (including but without limitation all legal and other costs and expenses, on a full indemnity basis, which the Government may pay or incur in initiating or defending any claim, counter-claim, action or proceeding), which in any case arise directly or indirectly from, or in connection with, or out of, or which relate in any way to:
- (i) the negligence, recklessness or wilful misconduct of the Contractor or any of its employees, agents or sub-contractors;
  - (ii) the failure of the Contractor to comply with or observe any terms or conditions of this Contract;
  - (iii) any Warranty is untrue, incomplete or inaccurate;
  - (iv) failure of the Contractor or any of its employees, agents or sub-contractors to comply with or observe any law and regulation in the performance of the Contract;
  - (v) any act or omission of the Contractor or any of its employees, agents or

sub-contractors in the performance of the Contract notwithstanding that the Contractor is authorised or obliged to do or commit any such act or omission under this Contract;

- (vi) any loss, damage, injury or death referred to in Clause 26(a) above save and except injury or death caused by the Negligence of the Government or any of its employees; or
  - (vii) any injury or death of any third party, or any loss of or damage to property sustained by any third party, in consequence of any act, omission, default or negligence of the Contractor or any of its employees, agents or sub-contractors.
- (c) For the purposes of Clause 26(a) and Clause 26(b)(vi) above, but not otherwise, “Negligence” shall have the same meaning given to it in Section 2(1) of the Control of Exemption Clauses Ordinance, Chapter 71 of the Laws of Hong Kong. Each of Clauses 26(b)(i) to 26(b)(vii) above shall be construed independently and shall not be limited or restricted by reference to or inference from any other provision of this Contract.

## **27 Force Majeure**

- (a) If the Contractor becomes aware of any matter likely to constitute a Force Majeure event, the Contractor shall forthwith notify the Government in writing of that matter and all relevant particulars within seven (7) days after the occurrence of the Force Majeure event. The notice to be given shall set out the full particulars of the Force Majeure event including its nature, extent, reasons why the Force Majeure event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention. In the event of an occurrence of a Force Majeure event, the Government may also on its own issue a notice to the Contractor noting the occurrence of the Force Majeure event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or the Government pursuant to this clause is hereinafter referred to as the “Suspension Notice”.
- (b) Provided one party is satisfied with the other party’s claim of a Force Majeure as stated in a Suspension Notice which has materially prevented and will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure commencing from a date to be agreed between the parties (“Suspension due to the Force Majeure”).
- (c) Following the issue of a Suspension Notice by the Contractor or the Government (as the case may be), the Contractor shall keep the Government informed once every two (2) weeks or such later date as may be granted by the Government, and upon the request of the Government, of:
  - (i) the likely duration of the relevant Force Majeure event and of its effect of materially preventing the Contractor from performing its obligations under the Contract;

- (ii) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure event; and
  - (iii) any other matters relevant to that Force Majeure event or the Contractor's performance affected by that Force Majeure event.
- (d) Whilst the Suspension due to the Force Majeure subsists:
  - (i) the Contractor shall remove or mitigate the effect of the Force Majeure event on the Contractor's ability to perform its obligations under the Contract but no obligations of the Contractor under the Contract shall be relieved or subject to any change for any purported purpose of mitigation save with the prior written consent from the Government;
  - (ii) the Government may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise;
  - (iii) the Contractor shall not be entitled to any payment of money under the Contract including any payment in respect of any suspended obligations; and
  - (iv) the consequences specified in Clause 25(b) of this Part shall apply save that references to Termination shall read Suspension due to the Force Majeure.
- (e) As soon as the relevant Force Majeure event has terminated, the Contractor shall forthwith notify the Government of such termination, or the Government may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate date for resuming the Contract or the relevant obligations which have been suspended. The Contractor shall immediately after the termination of the Force Majeure event or with effect from the date for resuming the Contract or suspended obligations as determined by the Government in the aforesaid manner, resume performance of the Contract or the suspended obligations (as the case may be) in accordance with the terms and conditions of the Contract. In the event of any disagreement between the Government and the Contractor on the appropriate Cessation Date, Government's decision shall be final in the absence of manifest error.
- (f) Notwithstanding anything in the Contract to the contrary, should a Suspension due to the Force Majeure subsists for more than 30 days, the Government shall be entitled to terminate the Contract pursuant to Clause 24(a)(v) of this Part.

## **28 Connection of Other Computer Equipment and Programs**

The Contractor shall permit the Government at no extra charge to connect or install other computer equipment including add-on items within the box of central processing unit and/or program to the Goods, which is not supplied under the Contract and which the Government considers to be compatible with such Goods. The Contractor shall provide all reasonable assistance to the Government with regard to the installation, acceptance tests and maintenance of such computer equipment and/or programs upon request by the Government. Such assistance shall form part of the Maintenance Services and no further charges shall be payable by the Government during the Warranty Period.

## **29 Trade-in Services**

- (a) Regardless of whether the Contactor has offered a Trade-in Price for a Trade-in Item in Schedule B, it shall be obliged to at its cost and at no charge to the Government collect and remove all Existing Kiosks from each Location. Dates of collection of the Existing Kiosks will be determined by LD within fourteen (14) days before the Hardware Delivery Period for a batch of New Hardware and New Software. The Contractor is required to retain the Existing Kiosks in their original condition at a location in Hong Kong, and not to transfer ownership until the Government has issued the Acceptance Certificate for the last batch of the New Hardware and New Software. LD reserves the right to demand the return of the Existing Kiosks if any part of any of the New Kiosks fails in any of the Function Tests or User Acceptance Tests or Reliability Tests.
- (b) For the avoidance of doubt, the Government has the absolute discretion to determine whether or not to sell the Trade-in Items to the Contractor, and if so, the quantity to be sold.
- (c) If the Contractor has offered a Trade-in Price for a Trade-in Item in Schedule B, the Contractor shall pay the Government the Trade-in Price of Trade-in Items at the rates as specified therein multiplied by the respective quantities.
- (d) For the purpose of this Clause, all risks in the Trade-in Items shall be vested in the Contractor on the date of their removal or collection by the Contractor. The title of such Trade-in Items shall be passed to the Contractor only after the Contractor settles the payment for such Trade-in Items, or after the Government has issued the Acceptance Certificate in respect of the last batch of the New Hardware and New Software, whichever is later (or until such date as the Government may agree).
- (e) The Contractor shall be responsible for providing storage facilities for the Trade-in Items until the Acceptance Certificate for the last batch of new Hardware and New Software is issued or until such date as the Government may agree.
- (f) If the Contractor fails to collect the Trade-in Items by the time specified in Clause 29(a) above, the Government Representative shall be at liberty either to charge the Contractor the removal and disposal expenses incurred by the Government for the removal and disposal of such Trade-in Items or to resell at the Government's absolute discretion such Trade-in Items without prior notice to the Contractor. In the case of re-sale (if any), the price realised on such resale shall belong to the Government and in addition, the Government shall recover from the Contractor all costs incurred by the Government in the sale and the price difference between the Trade-in price and the actual sale price.
- (g) The Trade-in Items in Schedule B – "Price Schedule for trade-in are offered on an as-is basis and the Government does not guarantee the condition (in whatsoever form), serviceability, functionality, merchantability and fitness for any purpose of these items. Without prejudice to the generality of the foregoing, the Existing Kiosks have a computer workstation with Pentium Celeron 1.2MHz or higher Processor, with 512M memory and 20G harddisk or above. The Existing Kiosks may or may not be functional. Operating systems and software items for the Existing Kiosks will not be included as Trade-in Items.

- (h) The Contractor shall ensure that all data in any Trade-in Item has been permanently removed as soon as it collects the same from the Government. It shall use an erasure method to be approved by the Government and certify to the Government in writing that all data stored in all Trade-in Items collected has been completely erased. The Contractor shall be liable to indemnify the Government on the terms set out in Clause 26 of this Part arising from any data remaining in any of the Trade-in Items.
- (i) All harddisks in the Trade-in Items shall be degaussed within the LD premises. The Contractor shall facilitate LD to perform any necessary inspection on the degaussing exercise.
- (j) In execution of the Contract and in any subsequent transfer of any of the Trade-in Items to any third parties or in exporting any of the Trade-in Items by the Contractor, the Contractor shall comply with the relevant environmental legislation/regulations, in particular those relating to the import and/or export of waste and chemical waste management. The Contractor shall ensure that the Trade-in Items will be refurbished for reuse as far as practicable and that those materials that cannot be refurbished will be dismantled to recover the parts or materials contained for reuse or recycling.
- (k) The Contractor shall ensure that those materials or components dismantled from the Trade-in Items that are not technically recyclable will be treated or handled in a way that complies with the relevant environmental legislation including the Waste Disposal Ordinance, Chapter 354 of the Laws of Hong Kong.
- (l) A "Certificate of Destruction" (including the number of harddisks with individual serial numbers) must be provided by the Contractor to confirm the demagnetisation, physical destruction and disposal in a way that safeguards the confidentiality of Government information and is friendly to the environment. The Contractor shall be responsible for any loss or damage caused by the possession or use of information remaining in any part of the degaussed harddisk.
- (m) The Contractor shall prepare and submit a plan for erasing harddisk data to LD for approval prior to commencing the harddisk degaussing.

### **30 Year 2000 Compliance**

- (a) The Contractor warrants that the New Hardware and where applicable New Software shall be Year 2000 compliant.
- (b) All New Hardware and where applicable New Software shall conform to year 2000, meaning that neither performance nor functionality is affected by dates prior to, during and after the year 2000. In particular:
  - (i) *No value for current date will cause any interruption in operation;*
  - (ii) *Date-based functionality must behave consistently for dates prior to, during and after year 2000;*
  - (iii) *In all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules; and*
  - (iv) *Year 2000 must be recognized as a leap year.*

Note: The text in italics above is quoted from British Standards Institution committee BDD/1/-/3.

- (c) Notwithstanding that this Contract or any warranty provision in it is expressed to endure for a period of time, the warranty provided for in this Clause shall survive termination of this Contract and endure for the life of the New Hardware and New Software.
- (d) The Contractor shall immediately on demand by the Government remedy or correct any defect in the New Hardware and New Software which causes a breach of the warranty in Clause 30(a) above whether or not such defect has resulted in a failure of the New Hardware and New Software at the time of the Government becoming aware of it.
- (e) The Contractor shall indemnify the Government on the terms set out in Clause 26 of this Part if the Contractor is in breach of the warranty in Clause 30(a) above.

### **31 Government Regulations**

In performing the Contract, the Contractor shall comply with, and shall ensure that the Goods comply with:

- (a) all applicable laws and regulations of Hong Kong;
- (b) the laws and regulations of the place(s) in which the Goods are manufactured and exported to Hong Kong; and
- (c) all the latest orders, regulations or other instruments in respect of environmental protection issued by the Government.

### **32 Software Asset Management**

- (a) The Contractor shall at all times during the validity of the Contract exercise due diligence in software asset management and as and when required by the Government, furnish to the Government satisfactory evidence that this Clause 32 has been complied with.
- (b) The Contractor warrants and undertakes that the use of any software by the Contractor for the purpose of or otherwise in connection with the performance of the Contract will not infringe any Intellectual Property Rights of any party.
- (c) The Contractor shall notify the Government immediately in writing of any allegation, claims, actions and/or proceedings in respect of such infringement and any progress thereof from time to time.
- (d) If the Contractor's use of the software for the purpose of or otherwise in connection with the performance of this Contract is held by a court to constitute an infringement of a third party's Intellectual Property Rights, the Government may, without prejudice to any other rights and remedies that it may be entitled to under this

- Contract, terminate this Contract pursuant to Clause 24(a)(v) of this Part.
- (e) The Contractor shall indemnify the Government on the terms set out in Clause 26 of this Part in the event of any non-compliance with this Clause 32.

### **33 Option to Purchase**

- (a) If and to the extent the Government exercises its option to acquire any time and from time to time during eighteen (18) months after the Date of Acceptance of Offer, by giving the Contractor not less than seven days' notice to that effect ("option notice") any quantity of New Kiosks or any quantity of New Hardware and/or New Software ("Option to Purchase"), the Contractor shall supply, deliver and install the item(s) at the Locations in Ready to Use condition as designated in the option notice, and in the quantity as specified in the option notice, on and subject to the terms and conditions specified in these Special Conditions of Contract, including the charging rates and costs specified in Schedule B – Price Schedule (which remain applicable throughout the aforesaid eighteen (18) months from the Date of Acceptance of Offer), and within such timeframe or by such deadline as specified by the Government in the option notice.
- (b) All other terms and conditions of this Contract shall apply to the items acquired by the Government pursuant to Clause 33(a) of this Part on the basis that they shall be treated as and form part of New Hardware and New Software. The items purchased shall also be accompanied with the free copies of the off-the-Shelf documentation.

### **34 Contract Deposit**

- (a) Within twenty-one (21) days from the Date of Acceptance of Offer, the Contractor shall submit to the Government a Contract Deposit in an amount equivalent to 2% or 5% (depending on whether Paragraph 16(d) or Paragraph 16(e) of the Terms of Tender (Supplement) is applicable) of the Estimated Contract Price either in cash or a duly issued banker's guarantee in the form appearing in Annex B (Form of Banker's Guarantee) to be executed by a bank that holds a valid banking licence granted under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) ("Contract Deposit").
- (b) If payment of the Contract Deposit by a Banker's Guarantee is preferred, the Banker's Guarantee as per specimen at Annex B (Form of Banker's Guarantee) must remain in force from the Date of Acceptance of Offer until three (3) months after the expiry of the Warranty Period of the last batch of New Hardware and New Software ; or 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 later ("Guarantee Period"). If no Acceptance Certificate is issued to trigger the Warranty Period, the Warranty Period shall be deemed as a period to expire upon 33 months from the Date of Acceptance of Offer.
- (c) If the Contractor fails to pay the Contract Deposit either in cash or in the form of a Banker's Guarantee by the due date aforesaid, the Government Representative shall immediately thereupon be entitled to withhold payment of all or any part of the Price and any other sum payable by the Government to the Contractor under the Contract as Contract Deposit or to terminate the Contract pursuant to Clause 24(a)(v) of this

Part.

- (d) Only upon the expiry of the Guarantee Period, will the Contract Deposit (if in the form of cash and if any is remaining) be refunded to the Contractor without interest; or, if in the form of a bank guarantee, be discharged or released.
- (e) The Government Representative shall have the right to deduct from time to time from the Contract Deposit in cash or call on the bank guarantee (irrespective of whether or not a demand for payment has been made against the Contractor) any amount due or payable by the Contractor to the Government under the Contract but which remains outstanding, in such order as the Government in its absolute discretion deems fit. The Contract Deposit (whether in cash or in the form of the bank guarantee) may be deducted or called on, without the Government first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, or may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to the Government.
- (f) If any deduction shall be made by the Government from the Contract Deposit in cash or a call shall be made on the bank guarantee during the Guarantee Period, the Contractor shall, within twenty-one (21) days on demand in writing by the Government, deposit a further sum or provide a further bank guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue of and form part of the Contract Deposit.

**35 Government's Right to Deduction or Set-Off**

If any sum of money (of whatsoever nature) shall be due or payable from the Contractor to the Government under the Contract, the same may be deducted from or set off against any sum then due or payable or which at any time thereafter may become due or payable to the Contractor by the Government under the Contract or any other contract between the Contractor and the Government.

**36 Variations**

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Contractor and the Government.

**37 Illegal Workers**

The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice, terminate this Contract pursuant to Clause 24(a)(v) of this Part.

**38 Ombudsman / Auditor / Independent Commission Against Corruption (ICAC) Investigations and Recommendations**

- (a) In the event that the Ombudsman or the Government's internal and/or external auditors or ICAC identify any inappropriate practices or procedures being undertaken by the Contractor in its performance of the Services or where any practice or procedure undertaken by the Contractor has resulted in a finding of maladministration causing injustice against the Government, the Contractor shall forthwith upon written notice from the Government cease the practice or procedure specified therein and shall amend the practice or procedure to the satisfaction of the Government.
- (b) In the event that the Ombudsman or the Government's internal and/or external auditors or ICAC make recommendations for the amendment and/or improvement of any of the practices or procedures undertaken by the Contractor in its performance of the Services, the Contractor shall amend the practice or procedure to take into account the recommendations made.

**39 Complaints**

- (a) If any person or organisation makes a complaint concerning the New Hardware and/or New Software and/or the Work, the Government shall investigate or request the Contractor to immediately investigate, at the Contractor's sole cost and expense, the complaint. The Contractor shall take such corrective action as is appropriate.
- (b) The Contractor shall immediately upon receipt of a complaint notify in writing the Government Representative of such complaint.
- (c) The Contractor shall record all complaints of any nature received from whatever source in a register kept for that purpose. A copy of the register of complaints shall be provided by the Contractor to the Government Representative at such time as the Government Representative may specify. Sufficient details shall be recorded in the register to enable the Government Representative to ascertain the nature of the complaint, the name of the person making the complaint, the date and time when it is received, the action taken to remedy the complaint, the time and date when the remedy is completed, names of the Contractor's supervisory and other staff involved in the action complained of.
- (d) The Contractor shall upon request provide the Government with all relevant information relating to a complaint raised directly against the Government but arising out of the acts or omissions of the Contractor in its performance of the Services.
- (e) The Government reserves the right to disclose any information, outcome and conclusion relating to a complaint concerning the New Hardware and/or New Software and/or the Work.

**40 Conflict of Interests**

- 40.1 The Contractor shall during the Contract Period and for twelve (12) months thereafter:

- (a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons (collectively, “restricted group”), shall not undertake any service, task, or job or do anything whatsoever on its own account or for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor’s duties or obligations under the Contract without the prior written approval of the Government; and
  - (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the interests of the Contractor or any other member of the restricted group , conflict or compete, or may be seen to conflict or compete, with the Contractor’s duties or obligations under the Contract.
- 40.2 The Contractor shall ensure that each member of the restricted group shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor’ obligations under this Contract.
- 40.3 The Contractor shall obtain from each member of the Contractor Personnel as the Government may stipulate a binding undertaking to be executed in favour of each of the Contractor and the Government and in the form prescribed by the Government to observe all restrictions in this Clause 40 as if references to “Contractor” mean such person. The Contractor shall provide certified true copies or originals of such undertakings to the Government. The Contractor further agrees that, if so required by the Government, it will, at its cost and expense, take such actions and steps as are lawful and necessary to enforce such undertaking in the event of any breach thereof by anyone who has executed such undertaking.
- 40.4 In the Contract:
- (a) “associate” of a person means:
    - (i) a relative or partner of that person; or
    - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;
  - (b) “associated person” of another person means:
    - (i) any person who has control, directly or indirectly, over that other person;

- (ii) any person who is controlled, directly or indirectly, by that other person; or
  - (iii) any person who is controlled by, or has control over, that other person mentioned in (i) or (ii) above;
- (c) “control” possessed by a person over another person means the power of the first-mentioned person to secure:
- (i) by means of the holding of shares or interests or the possession of voting power in that other person or any other person;
  - (ii) by virtue of powers conferred by any constitution, articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that other person or any other person; or
  - (iii) by virtue of holding office as a director in that other person or any other person;

that the affairs of that other person are conducted in accordance with the wishes of person possessing the control;

- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

#### **41 Joint and Several Liability**

Where the Contractor is comprised of more than one person, the liability of the Contractor under the Contract shall be joint and several.

#### **42 Further Assurance**

The Contractor shall at its own cost execute or procure the execution of any further assignments, deeds, licences, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to the Contract.

#### **43 Contractor’s Performance**

The Contractor should note that its performance under this Contract will be monitored and may be taken into account when its future tenders are evaluated.

#### **44 Exchange of Correspondence**

Pursuant to Clause 33 of the General Conditions of Contract (BD-TERMS-1 (March 2014)), each notice, demand, invoice, correspondence or other communication given or made under the Contract by the Contractor shall be in writing and delivered or sent to the Government as follows:

- (a) Correspondence on matters concerning the daily execution of the Contract such as delivery, installation, testing and using the Goods and payment arrangements should be exchanged between the Contractor and LD (Attn.: [Labour Officer (ES)(IS)2]) on facsimile number (852) [2591 6519].
- (b) Correspondence on matters other than (a) above should be addressed to the GLD (Attn.: Senior Supplies Officer (D)) on facsimile number (852) 2116 0104.

#### **45 Deletion**

For the purpose of this Contract, Clause 4 (Total Quantities), Clause 7 (Delivery Documents (For Goods sold on FOB or CIF Terms)), Clause 9.4 (Inspective and Acceptance), Clause 10 (Rejections), Clause 13 (Payment of the Contract Price), Clause 14 (Guarantee of the Quality of the Goods), Clause 15.6 (Intellectual Property Rights), Clauses 16.1 to 16.4 (Contract Deposit), Clause 18 (Liability and Indemnities), Clause 19 (Termination), Clause 21 (Conflict of Interests), Clause 31 (Force Majeure) and Clause 39 (Order of Precedence) of the General Conditions of Contract (BD-TERMS-1 (March 2014)) are deleted.

#### **46 Order of Precedence**

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

- (a) The Special Conditions of Contract;
- (b) Schedules A to D in the form appearing in the Tender Document;
- (c) Schedules A to D as completed by the Contractor then as part of its Tender for the Contract;
- (d) The Terms of Tender (Supplement);
- (e) The Tender Form (G.F. 230);
- (f) The General Conditions of Contract (BD-TERMS-1 (March 2014));
- (g) The Supplement to the Interpretation;
- (h) The Interpretation (BD-TERMS-1 (March 2014));
- (i) The Terms of Tender (BD-TERMS-1 (March 2014)); and
- (j) The Notes for Tenderers.

**SCHEDULE A**

**TECHNICAL SPECIFICATIONS**

**Table of Contents**

1.	Introduction.....	2
1.1.	General .....	2
2.	Background .....	3
3.	Problem / Improvement Areas .....	4
4.	Current Environment Description.....	5
4.1.	System Description.....	5
4.2.	Hardware and Software Usages.....	5
5.	Specifications for the New Kiosks.....	8
5.1.	Kiosk Specifications.....	8
5.2.	Delivery Location .....	13
5.3.	Implementation Plan.....	19
5.4.	Other Service Requirements.....	20
5.5.	Reliability Levels.....	20

A TENDER WHICH FAILS TO COMPLY WITH ANY OF THE ESSENTIAL REQUIREMENTS HEREIN WILL NOT BE CONSIDERED FURTHER.

## **1. Introduction**

### 1.1. General

#### 1.1.1. Tenderers are invited to bid for the:

- (a) Supply and installation of 100 sets of New Kiosks and provision of the Maintenance Services for the 100 sets of New Kiosks as specified in the Tender Documents.
- (b) Provision of trade-in services for 100 sets of Existing Kiosks.

#### 1.1.2. Tenderers shall note that Contract will normally be awarded to the lowest offer which meets all the essential requirements in accordance with Paragraph 25 “Award of Contract” of the Terms of Tender (BD-TERMS-1 (March 2014)).

#### 1.1.3. Tenderers shall note that the tender will be evaluated on an overall basis. No partial offer will be considered.

## 2. Background

The Employment Services Division (ESD) is a division under the Labour Administration Branch of the Labour Department (LD), which provides a comprehensive range of free and efficient employment assistance and counselling services to help job seekers find suitable jobs and employers fill their vacancies. To provide quick vacancy search functions for the public, the Vacancy Search Terminal (VST) system has first been rolled out in the Job Centres of ESD of the LD since 2002. This form of service delivery, featuring an all-in-one job-searching kiosk equipped with user friendly touch screen job-searching interface, “Job Easy”, and built-in printing facility, is very popular among job seekers and visitors, who may have little or no knowledge of computer.

The VST project was extended to non-LD offices in 2004 in view of its popularity among job seekers. As at 31 January 2014, there are a total of 91 VST kiosks located in 30 Social Security Field Units of the Social Welfare Department, 21 Public Enquiry Service Centres and Community Hall of the Home Affairs Department, 1 Sports Centre of the Leisure and Cultural Services Department, 3 Service Centres of the Employees Retraining Board, 3 Housing Estate Offices and 27 non-governmental organisations (NGOs) in seven districts in Hong Kong. These 91 kiosks represent one-third of the total number of VSTs currently installed by LD in the territory, and the number is growing annually to meet the public demand.

In 2010, the interface, “Job Easy” of the VST system was revamped and integrated into a new system namely Labour Department Employment Service System (LESS), to form a collaborated employment service system to provide one-stop employment service for members of the public. After the revamping, the interface is more user-friendly and easier to understand with its self-explanatory graphic and is faster in responding to users’ enquiries.

In order to retrieve the latest job vacancy information, the kiosk is required to have access into the LESS Internet sub-system through the Internet. At present, broadband lines are rented to establish the connection between the LESS system and individual kiosks.

### **3. Problem / Improvement Areas**

The VST system aims to provide quick vacancy search functions for the public via user-friendly touch-screen kiosks in Job Centres, Youth Employment Start, Selective Placement Division field offices of the LD and other non-LD offices. The job seekers are able to search their preferred posts and print the detail more quickly and easily through the kiosks which have been equipped with the printout function.

The existing VST system has the following limitations in delivering the business processes described above:

1. Venue limitation

At present, VST kiosks are connected to LESS Intranet sub-system via wired broadband lines. However at some locations, owners/occupiers of the premises did not allow LD to carry out the cabling and trunking works necessary for setting up the kiosk, thus hindering the extension of the VST project.

2. Lengthy set-up time

The time required for cabling and trunking to support the wired broadband service at a new location could be lengthy. It may sometimes, take more than one month to do so. This may hinder LD from providing timely response to the needs of the job seekers as well as reduce the flexibility in deploying kiosks to job fairs or exhibitions which are held in different venues and often within short lead time.

3. Obsolete Hardware and De-supported Software

Having been in use for 10 years, many kiosks located in non-LD offices have already run far beyond its normal life span and are obsolete models, making it difficult for LD to acquire suitable spare parts for repair when they are out of order. For these kiosks, if a thermal printer is out of order, the lead time for sourcing a replacement may be as long as six to eight weeks. In worst scenario, operation of the kiosk needs to be suspended during the period, causing serious disruption to the provision of service to the public.

In addition, these kiosks procured in or before 2008 are running on Intel Celeron 2GHz or below customized kiosk PCs with 1024MB or 512MB RAM. They use Windows XP/2000 as the operating system which has been de-supported in April, 2014. The operating system is not compatible with newly released software (including upgraded version of existing software), which LD's needs to deploy in face of its changing business needs.

## 4. Current Environment Description

### 4.1. System Description

There are 260 kiosks distributed across the LD and non-LD offices throughout the territory via Internet connecting to LESS Internet sub-system. The following table summarises the distribution of the Existing kiosks:

#	Site	No. of Site	No. of Kiosks	
1	LD Premise	Hong Kong East Job Centre	1	16
2		North Point Job Centre	1	10
3		Hong Kong West Job Centre	1	8
4		Kwun Tong Job Centre	1	11
5		Kowloon West Job Centre	1	17
6		Kowloon East Job Centre	1	15
7		Sheung Shui Job Centre	1	10
8		Sha Tin Job Centre	1	9
9		Tuen Mun Job Centre	1	13
10		Tai Po Job Centre	1	11
11		Tsuen Wan Job Centre	1	15
12		Employment in One-Stop	1	20
13		Recruitment Centre for the Catering Industry & Recruitment Centre for the Retail Industry	1	4
14		Mong Kok Youth Employment Start	1	4
15		Kwai Fong Youth Employment Start	1	4
16		Selective Placement Division (HK Office)	1	1
17		Selective Placement Division (Kowloon Office)	1	1
18		Selective Placement Division (N. T. Office)	1	1
19		Standby	-	16
20	Non-LD offices	Social Welfare Department	30	30
21		Home Affairs Department	21	22
22		Leisure and Cultural Services Department	1	1
23		Employees Retraining Board	3	8
24		Housing Department	3	3
25		Non-Government Organisations	26	26
		<b>Total</b>	<b>102</b>	<b>276</b>

### 4.2. Hardware and Software Usages

Various hardware, network equipment and software had been installed and configured in offices and data centres as below.

#### 4.2.1. Hardware

A) Kiosk

Since 2002, around 440 kiosks have been procured by 16 batches after the rolling out of the VST system. Some of the kiosks were disposed as they had reached the end of its lifespan. Currently, there are two types of kiosks named IBM4835 and iKiosk which continue to provide the service. The pictures of the kiosks are shown below:

IBM4835



iKiosk



#### 4.2.2. Software

The major software currently installed within various kiosks is as follows:

A) Model: IBM4835

<b>Software Type</b>	<b>Software Name</b>
Operation System	Windows 2000/ Windows XP
Browser	Internet Explorer 6
Anti-virus	Symantec End point protection 12
Kiosk Management	Kiosk Management System for Client

B) Model: iKiosk

<b>Software Type</b>	<b>Software Name</b>
Operation System	Windows 7 (Remark: The operation system was originally running on Windows XP. However, as Microsoft has ceased to provide support for Windows XP after April 2014, all iKiosk were upgraded to Windows 7 by February 2014.)
Browser	Internet Explorer 9
Anti-virus	Symantec End point protection 12
Kiosk Management	Kiosk Management System for Client

#### 4.2.3. Kiosk Management System

To facilitate management of the bulk of kiosks, LD has engaged an external contractor to develop a management system to monitor operation of the kiosks and to perform administrative tasks (e.g. reboot kiosk remotely). The Kiosk Management System commenced operation in 2012 and supports both of the IBM model and iKiosk.

After installation of the client software in a kiosk, the kiosk will communicate with the management server regarding its latest status. If there is any problem with the kiosk such as system suspension, running out of paper or paper jam, the administrator can obtain details of the problems via the Kiosk Management System.

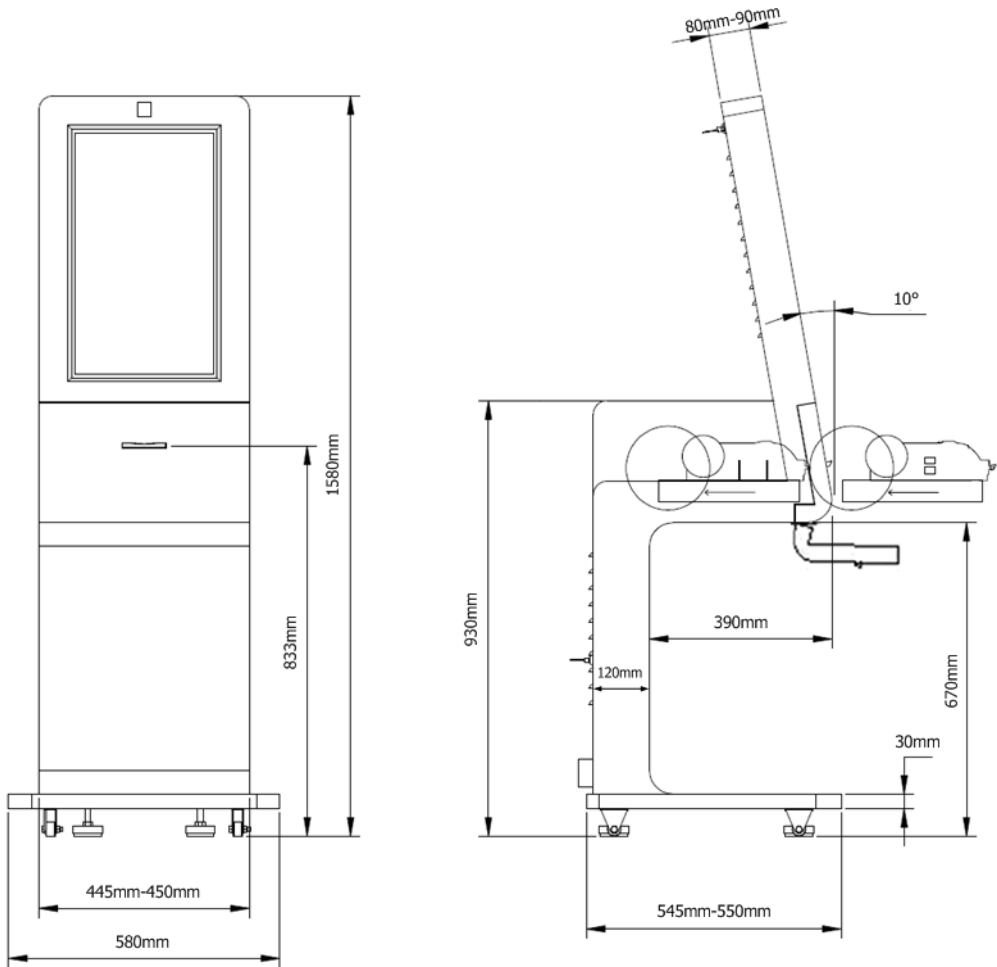
## 5. Specifications for the New Kiosks

### 5.1. Kiosk Specifications

The tables below summarises the specification of the requirements for each New Kiosk

#### 5.1.1. Hardware

##### 5.1.1.1. External Case for each New Kiosk

Feature	New Kiosk Requirement
Dimension	 <p>The technical drawings show the kiosk's dimensions. The front view (left) indicates a total height of 1580mm, a base height of 833mm, and a base width of 580mm. The main body width is 445mm-450mm. The side view (right) shows a total height of 930mm, a base height of 670mm, and a base width of 545mm-550mm. A tilted component is shown at a 10-degree angle with a width of 80mm-90mm. Other side view dimensions include 120mm, 390mm, and 30mm.</p>
Finishes	<ul style="list-style-type: none"> <li>➤ Material in robust metal housing of 1.5mm stainless steel or equivalent with baked painting</li> <li>➤ Customised logo engraved</li> <li>➤ A safety lock to stop the kiosk's door from closing after being pulled open</li> <li>➤ Kiosk base of at least 30kg in weight</li> <li>➤ Kiosk base not higher than 60mm</li> <li>➤ Printing output of 7mm or below in height</li> </ul>

Feature	New Kiosk Requirement
Others	<ul style="list-style-type: none"> <li>➤ Panel with lock for touch screen</li> <li>➤ Power supply with power extension (13A) of at least 6 plugs</li> <li>➤ All the keys of the locks for the kiosks of the same batch must be the same</li> <li>➤ Space of at least 300mm (H) x 300mm (W) x 85mm (D) must be made available for placing the broadband equipment. Wireless signals such as Wi-Fi, 3G &amp; 4G LTE shall not be blocked by the external case.</li> <li>➤ Cabinet with lockable door on the front side of the kiosk available to house the thermal printer</li> <li>➤ Printer tray with safety lock for refilling the paper.</li> <li>➤ Rear perforated door</li> <li>➤ 4 sets of lockable castors</li> <li>➤ 4 sets of levelling feet with adjustable height</li> <li>➤ Skidproof &amp; waterproof black carpet on which the external case shall be placed</li> <li>➤ Reset button on the external case for restarting the PC</li> </ul>

## 5.1.1.2. One workstation inside each New Kiosk

Feature	New Kiosk Requirement
Processor	<ul style="list-style-type: none"> <li>➤ 1 x Intel Core i5-3470T 2.90GHz or above</li> <li>➤ 64-bit instruction set</li> </ul>
System Memory	<ul style="list-style-type: none"> <li>➤ 4GB RAM or above</li> </ul>
Hard Disk	<ul style="list-style-type: none"> <li>➤ SATA 320GB capacity or above</li> </ul>
Audio Capacity	<ul style="list-style-type: none"> <li>➤ Built-in HD audio encoder with speaker</li> </ul>
Network	<ul style="list-style-type: none"> <li>➤ Integrated gigabit network card</li> <li>➤ Wi-Fi adapter with 2.0m extension antenna which support IEEE 802.11b/g/n standard</li> </ul>
I/O Ports	<ul style="list-style-type: none"> <li>➤ At least 4 x USB 2.0</li> <li>➤ VGA &amp; HDMI</li> <li>➤ Audio in/out</li> </ul>

Feature	New Kiosk Requirement
	<ul style="list-style-type: none"> <li>➤ RJ45 port</li> <li>➤ Keyboard and mouse</li> </ul>
Size	➤ 200mm (W) x 200mm (D) x70mm(H) or below
Others	<ul style="list-style-type: none"> <li>➤ Small embedded PC fitting the size of the kiosk case</li> <li>➤ BIOS shall support schedule power on feature</li> <li>➤ Each Bundled with a USB mini-keyboard, a mouse, and a RJ45 LAN (2m) cable</li> </ul>

## 5.1.1.3. Touch Screen for each New Kiosk

Feature	New Kiosk Requirement
Screen Size	➤ 24 inches or above
Resolution	➤ At least support 1920 x 1080 native resolution at 60Hz
Pixel Pitch	➤ 0.2768 x 0.2768mm or less
Colour Level	➤ At least 16 million colour
Brightness	➤ 270 cd/m2 or above
Contrast Ratio	➤ 1000:1 or above
Response Time	➤ 25ms or less
Viewing Angle	<ul style="list-style-type: none"> <li>➤ 160° vertical or above</li> <li>➤ 160° horizontal or above</li> </ul>
Touch Screen	<p><u>Technology</u></p> <ul style="list-style-type: none"> <li>➤ Projected capacitive with 4 points multi-touch or above</li> </ul> <p><u>Input Method</u></p> <ul style="list-style-type: none"> <li>➤ Finger and thin gloved hand</li> </ul> <p><u>Accuracy</u></p> <ul style="list-style-type: none"> <li>➤ 99% or higher of true position</li> <li>➤ Resolution matching the monitor</li> <li>➤ &lt; 2.5mm (central area) and 3.1mm (marginal area) in finger input</li> </ul> <p><u>Optics</u></p> <ul style="list-style-type: none"> <li>➤ 87% light transmission or more</li> </ul> <p><u>Mechanical</u></p> <ul style="list-style-type: none"> <li>➤ 2.5-3.5mm or above in temper / chemical-strengthened glass thickness</li> <li>➤ Complete water-resistance seal gasket</li> </ul>

Feature	New Kiosk Requirement
	<ul style="list-style-type: none"> <li>➤ Cleanable with water, isopropyl alcohol, or similar non-abrasive cleaners</li> <li>➤ No bezel with 3.2mm or above in temper glass thickness</li> </ul> <p><u>Reliability</u></p> <ul style="list-style-type: none"> <li>➤ Glass front, virtual unaffected by surface scratching</li> <li>➤ Performance not impeded by liquids on screen</li> </ul> <p><u>Others</u></p> <ul style="list-style-type: none"> <li>➤ Anti-glare, scratch resistant coating with smooth and easy glide touch surface</li> </ul>
Input Connector	<ul style="list-style-type: none"> <li>➤ VGA</li> </ul>

## 5.1.1.4. Privacy Filter for each New Kiosk

Feature	New Kiosk Requirement
Screen Size	<ul style="list-style-type: none"> <li>➤ 24 inch or above (compatible with the size of the touch-screen)</li> </ul>
Viewing Area	<ul style="list-style-type: none"> <li>➤ At least support 521 x 293mm</li> </ul>
Viewing Area Diagonal	<ul style="list-style-type: none"> <li>➤ 24 inches in portrait mode</li> </ul>
Optical Performance	<ul style="list-style-type: none"> <li>➤ View Side : Matte with 90 gloss units on the view side</li> <li>➤ Percent transmission : 65% nominal</li> <li>➤ ALCF View Angle: <math>60^{\circ} \pm 4^{\circ}</math></li> <li>➤ ALCF Louver Angle: <math>0^{\circ} \pm 2^{\circ}</math></li> <li>➤ ALCF Louver Bias: <math>11^{\circ} \pm 2^{\circ}</math></li> </ul>

## 5.1.1.5. Thermal Printer for each New Kiosk

Feature	New Kiosk Requirement
Output	<ul style="list-style-type: none"> <li>➤ Max support paper of 112mm in width and best printing quality of 200dpi.</li> </ul>
Printer Type	<ul style="list-style-type: none"> <li>➤ Open frame printer solution with movable control panel and paper near end sensors via extend cables</li> </ul>
Thermal Paper	<ul style="list-style-type: none"> <li>➤ Support 180mm diameter thermal paper roll</li> <li>➤ Paper thickness from 63 to 100um</li> </ul>
Speed	<ul style="list-style-type: none"> <li>➤ 150 mm/sec or above</li> </ul>
Interface	<ul style="list-style-type: none"> <li>➤ USB</li> </ul>

<b>Feature</b>	<b>New Kiosk Requirement</b>
Others	<ul style="list-style-type: none"><li>➤ With presenter function</li><li>➤ Support full cut &amp; partial cut mode</li><li>➤ Support normal &amp; reverse mode</li><li>➤ Adjustable multi-position paper near end sensor</li><li>➤ Bundled with at least one roll of thermal paper (180mm diameter)</li></ul>

## 5.1.2. Software for each New Kiosk

<b>Software Type</b>	<b>New Kiosk Requirement</b>
Operation System	<ul style="list-style-type: none"><li>➤ MS Traditional Chinese Windows 8.1 Professional</li></ul>
Anti-Virus Software	<ul style="list-style-type: none"><li>➤ Support scanning of different types of computer viruses, e.g. boot sector virus, file virus and macro virus, Trojan horses and worms</li><li>➤ Support scanning of files in common compressed formats, such as PKZIP and WINZIP</li><li>➤ Support automatically removing, quarantining of viruses</li><li>➤ Support logging mechanism to record anti-virus related activities</li><li>➤ Support real-time, manual and scheduled scanning</li><li>➤ Support manual loading of virus signature update file</li><li>➤ Including one year virus signature updates and repair engines of the anti-virus program</li></ul>

## 5.2. Delivery Location

The Contractor is required to deliver, install and assemble the New Kiosks complying with the specifications as stated in Section 5.1 to the locations listed below. LD will stipulate the distribution arrangement and the Contractor shall obtain the instruction from LD before commencing the delivery of each batch of New Hardware and New Software.

## i) Labour Department

No.	Site	Address
1	Hong Kong East Job Centre (HKEJC)	34/F, Revenue Tower, 5 Gloucester Road, Wan Chai
2	North Point Job Centre (NPJC)	12/F, North Point Government Offices, 333 Java Road, North Point
3	Hong Kong West Job Centre (HKWJC)	4/F, Western Magistracy Building, 2A Pokfulam Road
4	Kwun Tong Job Centre (KTJC)	10/F, East Government Offices, 12 Lei Yue Mun Road, Kwun Tong
5	Kowloon West Job Centre (KWJC)	9/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road
6	Kowloon East Job Centre (KEJC)	Rooms 705-706, Stelux House, 698 Prince Edward Road East, San Po Kong
7	Sheung Shui Job Centre (SSJC)	2001-2006, Level 20, Landmark North, 39 Lung Sum Avenue, Sheung Shui
8	Sha Tin Job Centre (STJC)	2/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin
9	Tuen Mun Job Centre (TMJC)	G/F, Victory Building, 3 Tsing Min Path, Tuen Mun
10	Tai Po Job Centre (TPJC)	3/F, Tai Po Government Offices, 1 Ting Kok Road, Tai Po
11	Tsuen Wan Job Centre (TWJC)	2/F, Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan
12	Tung Chung Job Centre (TCJC)	Unit 211A, 2/F, Yat Tung Shopping Centre, 8 Yat Tung Street, Tung Chung, Lantau
13	Employment in One-Stop (EOS)	Unit 401, 4/F., Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai
14	Recruitment Centre for the Catering Industry & Recruitment Centre for the Retail Industry (RCs)	G/F, Revenue Tower, 5 Gloucester Road, Wan Chai
15	Youth Employment Start (YES)	Suites 8-11, L42, Office Tower, Langham Place, 8 Argyle Street, Mong Kok.
16		907-912, 9/F Metroplaza Tower II, Officer Tower, Kwai Fong
17	Selective Placement Division (SPD)	G/F, East Wing, Harbour Building, 38 Pier Road, Central
18		G/F, Ngau Tau Kok Government Offices, 21 On Wah Street, Ngau Tau Kok

No.	Site	Address
19		2/F, Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan
20	Employment Services Division (Information System)	15/F, Harbour Building, 38 Pier Road, Central, Hong Kong
21	Employment Information and Promotion Division (EIPD)	6/F, Harbour Building, 38 Pier Road, Central, Hong Kong
22	Information Technology Management Division (ITMD)	10/F, Harbour Building, 38 Pier Road, Central, Hong Kong
23		6/F, Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan
24		27/F, Two Chinachem Exchange Square, 338 King's Road, North Point

## ii) Social Welfare Department (SWD)

No.	Site	Address
1	Aberdeen Social Security Field Unit	Commercial Centre, Level 2, Broadview Court, 11 Shum Wan Road, Wong Chuk Hang
2	Central & Western / Islands Social Security Field Unit	3/F, Tung Che Commerical Centre, 246 Des Voeux Road West
3	Chai Wan Social Security Field Unit	Level 3, Government Offices, New Jade Garden, 233 Chai Wan Road
4	Kowloon City Social Security Field Unit	Unit 2, 2/F, Chung Hwa Plaza, 5 Ma Hang Chung Road, To Kwa Wan
5	To Kwa Wan Social Security Field Unit	7/F, To Kwa Wan Government Offices, 165 Ma Tau Wai Road
6	Yau Tsim Social Security Field Unit	G/F, Yau Ma Tei Carpark Building, Stage II, 250 Shanghai Street,
7	Kwun Tong Social Security Field Unit	Unit 1503-1508, Elite Centre, 22 Hung To Road, Kwun Tong, Kowloon.
8	Sau Mau Ping Social Security Field Unit	Shop CX310, 3/F, Sau Mau Ping Shopping Centre, Sau Ming Road, Kwun Tong
9	Ngau Tau Kok Social Security Field Unit	Rooms 16-19, 17/F, Nan Fung Commercial Centre, 19 Lam Lok Street, Kowloon Bay
10	Lam Tin Social Security Field Unit	Wing C, G/F, Ping Mei House, Ping Tin Estate, Lam Tin
11	Tsz Wan Shan Social Security Field Unit	Unit 101, 1/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin
12	Wong Tai Sin Social Security Field Unit	Room 103-106, Stelux House, 698 Prince Edward Road East, San Po Kong
13	San Po Kong Social Security Field Unit	Room 701, 7/F, Stelux House, 698 Prince Edward Road East, San Po Kong
14	Tuen Mun Social Security Field Unit	4/F, Tuen Mun Government Offices, 1 Tuen Hi Road, Tuen Mun
15	Tai Hing Social Security Field Unit	3/F, Tai Hing Government Offices, 16 Tsun Wen Road, Tuen Mun
16	Kwai Chung (East) Social Security Field Unit	5/F, Kwai Hing Government Offices, 166-174 Hing Fong Road, Kwai Chung

No.	Site	Address
17	Kwai Chung (South) Social Security Field Unit	Rooms 101-105 & 111-105, G/F., King Fat House, Cheung Fat Estate, Tsing Yi
18	Kwai Chung (West) Social Security Field Unit	8/F, Kwai Hing Government Offices, 166-174 Hing Fong Road, Kwai Chung
19	Tseung Kwan O Social Security Field Unit	Shop 307B, Sheung Tak Shopping Centre, Sheung Tak Estate
20	Sha Tin (North) Social Security Field Unit	M/F, Yu Chui Shopping Centre, Siu Lek Yuen, Sha Tin
21	Sha Tin (South) Social Security Field Unit	Room 834, 8/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin
22	Fanling Social Security Field Unit	2/F, North District Government Offices, 3 Pik Fung Road, Fanling
23	Sheung Shui Social Security Field Unit	Shop 202, Tin Ping Shopping Centre, Tin Ping Estate, Sheung Shui
24	Tai Po (North) Social Security Field Unit	4/F, Tai Po Government Offices, 1 Ting Kok Road, Tai Po
25	Tai Po (South) Social Security Field Unit	4/F, Tai Po Complex, 8 Heung Sze Wui Street, Tai Po
26	Tin Shui Wai (North) Social Security Field Unit	G/F, Wah Yat House, Tin Wah Estate, Tin Shui Wai
27	Tin Shui Wai (South) Social Security Field Unit	G/F, Yiu Fung House, Tin Yiu Estate, Tin Shui Wai
28	Yuen Long (East) Social Security Field Unit	6/F, Tai Kiu Government Offices, 2 Kiu Lok Square, Yuen Long
29	Yuen Long (West) Social Security Field Unit	3/F, Tai Kiu Government Offices, 2 Kiu Lok Square, Yuen Long
30	Central and Western Islands Field Unit (Tung Chung Sub-office)	G/F adjacent to Chau Yat House, Yat Tung (I) Estate, Tung Chung

## iii) Home Affairs Department (HAD)

No.	Site	Address
1	Central & Western Public Enquiry Service Centre	Unit 5, The Center, 99 Queen's Road, Central
2	Eastern Public Enquiry Service Centre	G/F, Eastern Law Courts Building, 29 Tai On Street, Sai Wan Ho
3	Wan Chai Public Enquiry Service Centre	G/F, 2 O'Brien Road, Wan Chai
4	Southern Public Enquiry Service Centre	G/F, Ocean Court, 3 Aberdeen Praya Road, Aberdeen
5	Kennedy Town Community Complex	G/F, 12 Rock Hill Street, Kennedy Town
6	Kowloon City Public Enquiry Service Centre	UG/F., Kowloon City Government Offices, 42 Bailey Street, Hung Hom
7	Kwun Tong Public Enquiry Service Centre	Unit B, G/F., The Grande Building, 398-402 Kwun Tong Road, Kwun Tong
8	Sham Shui Po Public Enquiry Service Centre	G/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road,

No.	Site	Address
9	Wong Tai Sin Public Enquiry Service Centre	Unit 201, 2/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin
10	Yau Tsim Mong Public Enquiry Service Centre	G/F, Mong Kok Government Offices, 30 Luen Wan Street, Mong Kok
11	Tung Chung (Islands) Public Enquiry Service Centre	1/F, Tung Chung Post Office Building, 6 Mei Tung Street, Tung Chung
12	Kwai Tsing Public Enquiry Service Centre	2/F, Kwai Hing Government Offices, 166-174 Hing Fong Road, Kwai Chung
13	North District Public Enquiry Service Centre	G/F, North District Government Offices, 3 Pik Fung Road, Fanling
14	Tseung Kwan O (Sai Kung) Public Enquiry Service Centre	G/F., Sai Kung Tseung Kwan O Government Complex, 38 Pui Shing Road, Hang Hau, Tseung Kwan O
15	Kin Choi Community Hall	6/F., Choi Ming Shopping Centre Extension, Kin Ming Estate, Tseung Kwan O.
16	Tai Po Public Enquiry Service Centre	G/F, Tai Po Government Offices, 1 Ting Kok Road, Tai Po
17	Tsuen Wan Public Enquiry Service Centre	1/F, Tsuen Wan Station Multi-Storey Carpark Building, 174-208 Castle Peak Road, Tsuen Wan
18	Tuen Mun Public Enquiry Service Centre	2/F, Tuen Mun Government Offices, 1 Tuen Hi Road, Tuen Mun
19	Yuen Long Public Enquiry Service Centre	G/F, Yuen Long District Office Building, 269 Castle Peak Road, Yuen Long
20	Tin Shui Community Centre	Tin Shui Community Centre, Tin Shui Estate, Tin Shui Wai
21	Long Ping Community Hall	Long Ping Community Hall, Long Ping Estate, Yuen Long

## iv) Leisure and Cultural Services Department (LCSD)

No.	Site	Address
1	Fung Kam Street Sports Centre	No.20, Fung Yau Street North, Yuen Long, N.T.

## v) Employees Retraining Board (ERB)

No.	Site	Address
1	ERB Service Centre (Kowloon West)	Shop G1, G/F & 1/F, Sunlight Building, 273 Shun Ning Road, Cheung Sha Wan
2	ERB Service Centre (Kowloon East)	20/F, Kwun Tong View, 410 Kwun Tong Road, Kwun Tong
3	ERB Service Centre (Tin Shui Wai)	Unit 301, 3/F., Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai

## vi) Housing Department (HD)

No.	Site	Address
1	Tin Hang Estate Office	G/F., Hang Wan House, Tin Hang Estate, Tin Shui Wai

No.	Site	Address
2	Shui Pin Wai Estate Office	G/F., Ying Shui House, Shui Pin Wai Estate

## vii) Non-Government Organisations (NGO)

No.	Site	Address
1	The Industrial Evangelistic Fellowship -- Ap Lei Chau Good Neighbour Corner	30 San Shi Street, Ap Lei Chau, Aberdeen
2	Caritas Institute of Community Education - Aberdeen	22 Tin Wan Street, Aberdeen
3	Aberdeen Kai-fong Welfare Association Social Service Centre -- Community Centre	4/F., 180B Aberdeen Main Road, Aberdeen
4	The Federation of Hong Kong and Kowloon Labour Union Ying Choi Vocational Skill Training Centre	17 Tin Kwong Road, Tokwawan.
5	Hong Kong Federation of Trade Unions Workers' Club Spare-Time Study Centre -- Tokwawan (KK) Centre	3/F., The HK Federation of Trade Union Worker's Club, 42-50 Ma Tau Chung Road, Tokwawan
6	The Industrial Evangelistic Fellowship Employment Development Service Centre	11/F., Mongkok Christian Centre, 56 Bute Street, Mong Kok
7	Hong Kong Confederation of Trade Unions Training Centre	Room 02-03, 1/F., Fourseas Building, 208-212 Nathan Road, Jordan
8	The Federation of Hong Kong and Kowloon Labour Union Employee Progressive Educational Centre	5/F., Union Park Centre, 771-775 Nathan Road, Mong Kok
9	Holy Carpenter Church Community Centre	4/F., 1 Dyer Avenue, Hung Hom
10	Hong Kong Federation of Trade Unions Workers' Club Spare-Time Study Centre -- Mongkok (KY) Centre	6/F., Sunbeam Commercial Building, 469-471 Nathan Road, Yaumatei
11	Martha Boss Lutheran Community Centre	2/F., 89 Chung Hau Street, Homantin
12	Hong Kong Federation of Trade Unions Workers' Club Spare-Time Study Centre -- Tseung Kwan O Centre	Shop 27, UG/F., Maritime Bay, 18 Pui Shing Road, Tseung Kwan O
13	The Hong Kong Federation of Youth Groups - Jockey Club Kwai Fong S.P.O.T	G/F, Kwai Ching House, Kwai Fong Est, Kwai Chung

No.	Site	Address
14	The Neighbourhood Advice-Action Council Tung Chung Integrated Services Division	Flat 2, R/F., No. 2 Carpark, Yat Tung Estate, Tung Chung
15	OIWA Social Services Division Jockey Club Women Integrated Services Centre	Flat 1, R/F., No. 2 Carpark, Yat Tung Estate, Tung Chung
16	Hong Kong Sheng Kung Hui Tung Chung Employment Integrated Services	G/F., Tung Ma House, Fu Tung Estate, Tung Chung
17	Evangelical Lutheran Church Social Service -- Grace Training and Development Centre	5/F., Fung Yat Social Service Complex Bldg.,364 Kwai Shing Circuit, Kwai Chung
18	Hong Kong Playground Association Jockey Club Upper Kwai Chung Integrated Service Centre for Children and Youth	2-4/F. Cheung Fat Community Hall, Cheung Fat Estate, Tsing Yi
19	The Hong Kong Federation of Youth Groups Felix Wong Youth S.P.O.T.	G/F., Tak On House, Hau Tak Estate, Tseun Kwan O.
20	Kwai Chung Residents Association Tsing Yi Centre	G/F., No.10-14, Hong Sing House, Cheung Hong Estate, Tsing Yi
21	New Territories Association Retraining Centre	No. 101-108, G/F., On Yeung House, Cheung On Estate
22	Hong Kong Playground Association Jockey Club Tsing Yi Integrated Service Centre for Children and Youth	No.1, G/F., Lower Block, Shek Chun House, Shek Lei (I) Estate, Kwai Chung
23	Hong Kong Young Women's Christian Association Tsing Yi Integrated Service Centre	3-5/F., Cheung Ching Community Hall, Cheung Ching Estate, Tsing Yi
24	Hong Kong Federation of Trade Unions Workers' Club Spare-Time Study Centre – Yuen Long Centre	3/F., Len Shing Mansion, 162-168 Castle Peak Road, Yuen Long
25	Hong Kong Confederation of Trade Unions Yuen Long Training Centre	1/F., On Ka Building, 28 Chun Yin Square, Yuen Long
26	Yuen Long Town Hall	G/F., 4 Yuen Long Tai Yuk Road, Yuen Long

## 5.3. Implementation Plan

1. The Contractor shall comply with the following implementation plan:

#	Activity Description	Completion Date
1	Kiosk Delivery & Installation	<p>1<sup>st</sup> batch of New Hardware and New Software for installing and assembling 8 New Kiosks– within 10 weeks from the Date of Acceptance of Offer</p> <p>2<sup>nd</sup> batch of New Hardware and New Software for installing and assembling 20 New Kiosks– within 12 weeks from the Date of Acceptance of Offer</p> <p>3<sup>rd</sup> batch of New Hardware and New Software for installing and assembling 72 New Kiosks – within 18 weeks from the Date of Acceptance of Offer</p> <p>(each of the above scheduled completion date is referred to as “Scheduled Delivery and Installation Completion Date”)</p>
2	Function Test and User Acceptation Test	In relation to each batch of New Hardware and New Software as specified above, the New Kiosks of each batch shall pass the Function Tests (conducted by Contractor) and User Acceptance Tests (conducted by the Government) within 2 weeks from the applicable Scheduled Delivery and Installation Completion Date
3	Reliability Tests and New Kiosks becoming Ready for Use	In relation to each batch of New Hardware and New Software as specified above, the New Kiosks of each batch shall pass the Reliability Tests (conducted by the Government) and be Ready for Use within 4 weeks from the applicable Scheduled Delivery and Installation Completion Date

2. The New Kiosks as covered by a batch of New Hardware and New Software shall be Ready for Use by the date as specified in the third row above(viz Completion Date).
3. The Government reserves the rights to revise the schedule for delivery and installation or revision of the quantity in each batch of New Hardware and New Software.

#### 5.4. Other Service Requirements

The Contractor shall be responsible for the installation, assembly and configuration of the New Kiosks specified in Section 5.1. In respect of the Kiosk Management System, LD will take the responsibility to contact the service provider of the Kiosk Management System, if necessary, to customise the application to ensure its compatibility. The Contractor shall provide all other related services to ensure smooth migration from the Existing Kiosks to the New Kiosks. The services include but not limited to the following:

1. Provide project management service to plan and coordinate the replacement exercise according to the project schedule and with minimal interruption to users.
2. Provide one set of New Hardware and New Software to LD for installing the VST application.
3. Collect the New Hardware and New Software with VST application from LD.
4. Prepare a Windows 8 image from the New Hardware and New Software.
5. Clone the Windows 8 image to the New Kiosks as covered by each batch of delivery.
6. Dismount the harddisk from the Existing Kiosks for data erasing.

#### 5.5. Reliability Levels

As part of the Reliability Tests for a batch of New Hardware and New Software, the Government will operate each New Kiosk covered by that batch for 4 consecutive weeks (“Test Period”) to determine whether the New Kiosks covered by a batch of New Hardware and New Software can achieve the Minimum Performance Level. If the Minimum Performance Level cannot be achieved in the aforesaid period, the Reliability Tests will be repeated for another 2 weeks (“Extended Test Period”). Non-compliance with the Minimum Performance Level during the Test Period and the Extended Test Period will mean failing in the Reliability Tests. All New Kiosks covered by a batch of New Hardware and New Software shall continue to reach the Minimum Performance Level (ie Reliability Levels) throughout the Maintenance Period and reference to “Test Period” shall mean each consecutive month of the Maintenance Period. The Minimum Performance Level is determined in accordance with the following criteria:

1. Fault Call

One pertaining to

- (i) error or fault of any New Hardware or New Software in the batch being tested; or
- (ii) failure of any New Hardware or New Software in the batch to comply with any of the Contract Specifications.

2. Downtime

Downtime is the period of time from when the Contractor is informed of a fault to the time when the faulty unit (which can be any unit of New Hardware or New Software as covered by the batch of New Hardware and New Software to be tested) becomes operative again. If there are more than one faulty unit, their downtime will be aggregated even if the problem may have occurred concurrently.

3. Minimum Performance Level (or Reliability Levels)

The Minimum Performance Level is said to be achieved if (1) the number of Fault Calls during the Test Period does not exceed 4 calls for all New Kiosks covered by the first batch of New Hardware and New Software, 8 calls for the second batch, and 20 calls for the third batch respectively, and (2) the aggregated duration of downtime, caused by all faulty units of all New Kiosks covered by a batch of New Hardware and New Software, does not exceed 40 hours for the first batch, 80 hours for the second batch, and 200 hours for the third batch during the respective Test Periods.

To determine compliance with the Minimum Performance Level during the Extended Test Period (if necessary), the number of Fault Calls must not exceed 2 calls for all New Kiosks covered by the first batch of New Hardware and New Software, 4 calls for the second batch, and 10 calls for the third batch, and the downtime must not exceed 20 hours during the Extended Test Period for the first batch 40 hours for the second batch, and 100 hours for the third batch.

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule B – Price Schedule**

**(To be completed and returned together with the tender submission)**

A Tenderer shall complete this Schedule in accordance with Paragraph 3 of the Terms of Tender (Supplement). Tenderers shall note that the Tender price assessment will be based on Paragraph 15(c) of the Terms of Tender (Supplement).

A batch of New Hardware and New Software shall be payable at the price as set out in this Schedule B (subject to all discounts made available by the Contractor) provided that either the scheduled delivery of each batch of New Hardware and New Software as specified in the Implementation Plan shall apply by default or an Order for a batch of such quantity is placed any time within 18 months from the Date of Acceptance of Offer.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory  
for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of  
authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule B – Price Schedule**

(To be completed and returned together with the tender submission)

Please complete Table 1.1 to Table 1.3

**Table 1.1:**

Item No.	Description (all items must be in compliance with the Essential Requirements specified in Section 5.1 of the Technical Specifications)	Estimated Quantity (a)	Unit Price		Estimated Total Price		
			^Unit Net Purchase Price (*HK\$/US\$) (b)	#Annual Maintenance Charge (*HK\$/US\$) (c)	One-off Price (*HK\$/US\$) (d) = (a) x (b)	#Annual Maintenance Charge (*HK\$/US\$) (e) = (a) x (c)	Total Annual Maintenance Charges for 5 years (including Warranty Period) (*HK\$/US\$) (f) = (e) x 4
1	External Case	100					
2	Personal Computer	100					
3	Touch screen	100					
4	Privacy Filter	100					
5	Thermal printer	100					
6	Operating Software	100		N/A		N/A	N/A
7	Anti-virus software	100					
<b>Estimated Total Price:</b>					(A)	(B)	(C) = (B) x 4

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Table 1.2: (Trade-in Prices)**

<b>Trade-in Prices for the Trade-in Items Payable to the Government:</b>			
<b>Trade-in Item</b>	<b>Quantity</b>	<b>Unit Trade-in Price (HK\$/US\$)#</b>	<b>Total Trade-in Price (HK\$/US\$)#</b>
<u>IBM4835</u>  A single touch kiosk with Pentium Celeron 1.2GHz or higher Processor, with 512M memory and 20G harddisk or above	57	(To be filled in)	(To be filled in)
<u>iKiosk</u>  A single touch kiosk with Intel Core 2 Due 3GHz or higher Processor, with 4GB memory and 160G harddisk or above	43	(To be filled in)	(To be filled in)
<b>Estimated Total Trade-in Price (D) (HK\$/US\$)#</b>	N/A	N/A	(To be filled in)

**Estimated Contract Price:**

**[(A) + (C) – (D)]**

---

**Table 1.3: (Relocation Services)**

<b>Charges for Relocation Services (viz relocating a New Kiosk or an Existing Kiosk from one Location to another)</b>			
<b>Item to be Relocated</b>	<b>Quantity</b>	<b>Relocation Unit Price (HK\$/US\$)#</b>	<b>Total Price (HK\$/US\$)#</b>
A New Kiosk or an Existing Kiosk	N/A	(To be filled in)	N/A

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule B – Price Schedule**

**(To be completed and returned together with the tender submission)**

- Notes:
- (i) ^ Please refer to Paragraph (a) of the Supplement to the Interpretation for the interpretation of “Unit Net Purchase Price”.
  - (ii) # Please refer to Clause 14 of the Special Conditions of Contract, and Schedule D (Information Schedule) for more detailed requirements of the Maintenance Services for which the Annual Maintenance Charges are payable.
  - (iii) \* Delete where inapplicable.
  - (iv) Detailed descriptions and version(s) of the Items offered shall be given in Schedule C (Compliance Schedule).
  - (v) Enter ‘N/C’ (i.e. no charge) and ‘N/A’ (i.e. not applicable) as appropriate.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule C – Compliance Schedule**

**(To be completed and returned together with the tender submission)**

**1 Statement of Compliance**

[Please refer to Paragraph 8 of the Terms of Tender (Supplement).]

- \* (a) I / We confirm that my / our Tender **does comply fully** with all the essential requirements set out in the Technical Specifications.
- \* (b) I / We confirm that my / our Tender **does not comply** with the essential requirements set out in the Technical Specifications in the following aspects:

**	Section	Specifications	Non-compliance (Please give details)

- Notes: (i) **A Tender that fails to comply with any of the essential requirements set out in the Technical Specifications will not be considered further.**
- (ii) \* Please delete whichever is not applicable.
- (iii) \*\* Please extend the above table where necessary.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule C – Compliance Schedule**

**(To be completed and returned together with the tender submission)**

**2 Particulars of Offer**

[Please refer to Paragraph 4 of the Terms of Tender (Supplement).]

(a) **Hardware Features**

Tenderers shall provide the product details of the New Hardware as follows:

Item No.	Product / Model No.	Product Description	Specifications / Features	Place of Manufacture	Name and Address of Manufacturer	Brand Name and Make / Model	Duration of Availability in Market

(b) **Software Features**

Tenderers shall provide the product details of the New Software as follows:

Item No.	Product / Version No.	Product Description	Specifications / Features	Place of Manufacture	Name and Address of Manufacturer	Brand Name and Make / Model	Duration of Availability in Market

Note: Please extend the above tables where necessary.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory  
for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of  
authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule C – Compliance Schedule**

**(To be completed and returned together with the tender submission)**

**3 Implementation Plan**

[Please refer to Paragraph 5 of the Terms of Tender (Supplement) and Section 5.3 of Schedule A (Technical Specifications).]

\*(a) I / We confirm that I / we **will comply** with the Implementation Plan stipulated in Section 5.3 of Schedule A (Technical Specifications).

\*(b) I / We confirm that I / we **will not comply** with the Implementation Plan stipulated in Section 5.3 of Schedule A (Technical Specifications).

Notes: (i) **A Tender that fails to confirm compliance with the Implementation Plan as specified in Section 5.3 of Schedule A (Technical Specifications) will not be considered further.**

(ii) \* Please delete whichever is not applicable.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory  
for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of  
authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule C – Compliance Schedule**

**(To be completed and returned together with the tender submission)**

**4 Warranty Period of the Goods**

[Please refer to Paragraph 10 of the Terms of Tender (Supplement) and Clause 15 of the Special Conditions of Contract.]

In respect of each batch of New Hardware and New Software, the Contractor confirms that a free Warranty Period of \_\_\_\_\_ months will be provided to the Government starting from the Acceptance Date in respect of that batch.

Note: The Contractor shall supply the Goods with a free Warranty Period for **a minimum period of 12 months**. Subject to any opportunity for clarification which may be given under Paragraph 8(b) of the Terms of Tender (Supplement), **a Tender that fails to comply with this requirement will not be considered further.**

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule D – Information Schedule**

**(To be completed and returned together with the tender submission)**

**1 Company/Business Organisation Status**

[Please refer to Paragraph 2 of the Terms of Tender (Supplement).]

The Tenderer should provide the following details:

- (a) Name and address of the company/business organisation:  
\_\_\_\_\_
- (b) Length of business experience (in years): \_\_\_\_\_
- (c) Shareholders/partners/proprietor of the company/business organisation and their percentage of ownership: \_\_\_\_\_  
\_\_\_\_\_
- (d) Names and residential addresses of the following:
  - (i) Managing director/partners: \_\_\_\_\_  
\_\_\_\_\_
  - (ii) Other directors: \_\_\_\_\_  
\_\_\_\_\_
  - (iii) Sole proprietor: \_\_\_\_\_  
\_\_\_\_\_
- (e) A copy of a valid Business Registration Certificate and copies of other documents evidencing its business status.
- (f) If the Tenderer is a company or body corporate, its Memorandum and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory  
for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of  
(for Paper-based Tendering) authorised signatory: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule D – Information Schedule**

**(To be completed and returned together with the tender submission)**

- (g) If the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a copy of the latest annual return filed with the Companies Registry.

(Note: The name as stated in the Offer to be Bound submitted by the Tenderer shall be the same as shown in any of the documents as required above in sub-Clauses (e) to (g).)

- (h) Place and date of its incorporation or formation.
- (i) company profile information of the Tenderer including the number and working location of full time/contract employees, core business strategies and strength, and industry expertise.
- (j) A copy of the relevant document showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign for and on behalf of the Tenderer.
- (k) Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.

Please use additional sheet(s) if required.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule D – Information Schedule**

**(To be completed and returned together with the tender submission)**

**2 Payment Discount**

[Please refer to Paragraphs 7(b) and 15(c)(ii)(1) of the Terms of Tender (Supplement).]

The Contractor agrees that the following discount will be allowed on the prices if payment under the Contract is made in full within:

- (a) 14 working days from the date of receipt of the invoice or from the due date for such payment, whichever is the later: \_\_\_\_\_% discount.
- (b) 28 working days from the date of receipt of the invoice or from the due date for such payment, whichever is the later: \_\_\_\_\_% discount.

N.B.: A Tenderer is requested to insert the word “NIL” in the space provided above if it does not offer any payment discount.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule D – Information Schedule**

**(To be completed and returned together with the tender submission)**

**3 Payment Method**

[Please refer to Paragraph 7(c) of the Terms of Tender (Supplement) and **applicable only** if a Tenderer is from a place outside Hong Kong.]

The Contractor agrees that payment shall be made by **telegraphic transfer**. The payment shall be made to the following bank account:

- (a) Banker's Name : \_\_\_\_\_
- (b) Address : \_\_\_\_\_
- (c) Name of Account : \_\_\_\_\_
- (d) Account No. : \_\_\_\_\_
- (e) Sorting Code : \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**4 Details of Local Agents**

[Please refer to Paragraph 11 of the Terms of Tender (Supplement).]

- (a) Name of Local Agent : \_\_\_\_\_
- (b) Address of Local Agent : \_\_\_\_\_
- (c) Telephone No. : \_\_\_\_\_
- (d) Facsimile No. : \_\_\_\_\_

**5 Contract Deposit**

[Please refer to Paragraph 16 of the Terms of Tender (Supplement) and Clause 34 of the Special Conditions of Contract.]

I am / We are prepared to pay the Contract Deposit by \*Cash / Banker's Guarantee.

Note: \* Please delete whichever is not applicable.

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory Name and title of  
for and on behalf of the Tenderer: \_\_\_\_\_ authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone Facsimile  
number: \_\_\_\_\_ number: \_\_\_\_\_ Date: \_\_\_\_\_

**Supply of Hardware and Software Items  
for the Vacancy Search Terminal System  
to the Labour Department**

**Schedule D – Information Schedule**

**(To be completed and returned together with the tender submission)**

**6 Function Tests**

[Please refer to Clauses 9 of the Special Conditions of Contract.]

The Contractor shall carry out the Function Tests in accordance with Clauses 9 and 10 of the Special Conditions of Contract.

The Tenderer shall provide details of the proposed tests that shall be carried out by the Contractor.

- (a) Information shall be given regarding the test plan of the New Kiosks each incorporating a set of the New Hardware and the New Software. The test plan shall define the test scope and include test schedules, test procedures, procedures of tracking and reporting defects.

**7 Maintenance Services**

[Please refer to Clause 14 of the Special Conditions of Contract.]

The prime maintenance period for the New Kiosks is  
Mondays to Fridays: 8:30 to 17:30  
Saturdays: 8:30 to 13:00  
Sundays and general holidays: N/A

The Contractor shall provide in the table below the response time to be committed in the provision of Maintenance Services for the New Kiosks throughout the above mentioned prime maintenance period, viz the time taken to arrive at a Location for carrying out on-site Maintenance Services from the time of request by phone, by email or by fax.

**Service Level committed during the prime maintenance period for the provision of  
Maintenance Services for the New Kiosks**

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
(for Paper-based Tendering)

Signed by an authorised signatory \_\_\_\_\_ Name and title of  
for and on behalf of the Tenderer: \_\_\_\_\_ authorised signatory: \_\_\_\_\_  
(for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

No.	Location	Response Time Committed
1	All location except location in outlying islands but including Lantau	Within _____ hours or 4 hours from the time of request by phone or by email or by fax, whichever is faster
2	Outlying islands (excluding Lantau)	Within _____ hours or 8 hours from the time of request by phone or by email or by fax, whichever is faster

**8. Sub-contracts**

[Please refer to Clause 23 of the Special Conditions of Contract.]

The Tenderer is required to provide the information on sub-contracts, if any.

**9. Contact Details**

[Please refer to Clause 36 of the Special Conditions of Contract.]

All correspondence for the purposes of the Contract shall be sent or faxed to the following address and facsimile number:

Address : \_\_\_\_\_  
 Facsimile Number : \_\_\_\_\_  
 Attention : \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_ Company chop: \_\_\_\_\_  
 (for Paper-based Tendering)

Signed by an authorised signatory for and on behalf of the Tenderer: \_\_\_\_\_ Name and title of authorised signatory: \_\_\_\_\_  
 (for Paper-based Tendering)

Telephone number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_ Date: \_\_\_\_\_

## **ANNEX B – FORM OF BANKER’S GUARANTEE**

THIS GUARANTEE is made on the ..... day of ..... 20 .....  
BY.....  
of ....., a licensed bank within the meaning of the Banking Ordinance, Cap. 155 (“Guarantor”)

IN FAVOUR OF

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“Government”)

### WHEREAS

- (A) By a contract (“Contract”) dated the ..... day of ..... 20 ..... made between ..... of ..... (“Contractor”) of the one part and the Government of the other part (designated as Government Logistics Department Contract No. .... of .....), the Contractor agreed and undertook to supply hardware and software items for the Vacancy Search Terminal System and related services to the Labour Department upon the terms and conditions of the Contract.
- (B) It is a condition precedent to the Government agreeing to grant the Contract to the Contractor that, inter alia, the Guarantor executes this Guarantee in favour of the Government.

Now the Guarantor HEREBY AGREES with the Government as follows:

- (1) Where applicable, words and expressions used in this Guarantee (including the recitals) shall have the meaning assigned to them in the Contract.
- (2) In consideration of the Government agreeing to enter into the Contract with the Contractor:
- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a primary obligor and not as a surety, and as a continuing security, the due and punctual performance and observance by the Contractor of all of its obligations under the Contract and the Guarantor shall pay to the Government 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 favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be sustained or incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of its obligations under the Contract.

- (b) The Guarantor, as a principal obligor and not as a surety, 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 and keep indemnified the Government from and against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform or observe fully or punctually any of its obligations under the Contract.
- (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 arrangement made between the Government and the Contractor or by any change in obligations of the Contractor under the Contract or by any forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, change 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 or amendment or supplement to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Government, 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 or unenforceable;
  - (c) the termination of the Contract for any reason;
  - (d) any forbearance or waiver of any right of action or remedy that the Government may have against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government 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, reorganisation 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; and

- (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 an express release of its obligations by the Government.
- (6) This Guarantee shall extend to all obligations of the Contractor under the Contract as the same may from time to time be amended or supplemented and the Guarantor hereby prospectively consents to whatever amendment, variation or supplement which may be made to the Contract.
- (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 (3) months after the expiry of the Warranty Period of the last batch of the New Hardware and New Software delivered; if no Acceptance Certificate is issued to trigger the Warranty Period, the Warranty Period shall be deemed as a period to expire upon 33 months from the Date of Acceptance of Offer; 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.
- (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 Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government 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 Government 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 of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.
- (12) All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Government, at the Government Logistics Department of 9/F North Point Government Offices, 333 Java Road, North Point, Hong Kong, Director

of Government Logistics marked for the attention of \_\_\_\_\_,  
facsimile number \_\_\_\_\_;

(b) upon the Guarantor, at \_\_\_\_\_, marked for the attention of  
\_\_\_\_\_, facsimile number \_\_\_\_\_.

- (13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or facsimile 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 (as evidenced by confirmed transmission report); and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.
- (14) Notwithstanding anything herein to the contrary, the aggregate amount of the Guarantor's liability under this Guarantee shall not exceed \_\_\_\_\_.

IN WITNESS whereof the Guarantor ..... has caused its [Common Seal/  
Seal\*] to be hereunto affixed the day and year first above written.

The [Common Seal/Seal\*] of the said )  
Guarantor was hereunto affixed )  
and signed by ..... )  
..... )  
[Name and Title]  
duly authorised by its board of directors: )  
..... )  
..... )

@ 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 ..... )  
[Name and Title]  
and in the presence of..... )  
..... )  
..... )  
[Name and Title]

\* Please delete as appropriate.

@ 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 must be submitted.