

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

**Terms of Tender (Supplement)**

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (August 2018).**

**1. Subject of Tender Invitation**

[Paragraph 1.1 of the Terms of Tender shall be read subject to this Paragraph 1.]

Tenders are invited for the supply of hardware and software items for the Vacancy Search Terminal System (VST System) operated by the Labour Department (“LD”) as specified in the Technical Specifications subject to and in accordance with the Tender Documents. Tenderers are required to submit a Tender offering to supply all Items as listed in Tables 1.1 and 1.3 of Part A of the Price Schedule.

**2. Other Tender Documents**

[Paragraph 1.2 of the Terms of Tender shall be read subject to this Paragraph 2.]

In addition to those Tender Documents as listed in the Tender Form, the only additional Tender Documents are Annex A (Delivery, Installation and Acceptance Tests) and Annex B (Certificate of Product Patching) to the Special Conditions of Contract.

**3. Applicability of WTO GPA**

[Paragraph 1.10 of the Terms of Tender shall be read subject to this Paragraph 3.]

The WTO GPA applies to this Invitation to Tender.

**4. Partial tender**

[Paragraphs 3.1 of the Terms of Tender shall be read subject to this Paragraph 4.]

- (a) The Tenderer must offer to supply all Items as specified in Tables 1.1 and 1.3 of Part A of the Price Schedule.

**5. List of additional essential documents and items which must be supplied by the Tenderer as part of its Tender before the Tender Closing Time**

[Paragraph 3.3 of the Terms of Tender shall be read subject to this Paragraph 5.]

- (a) Paragraph 3.3 (b) of the Terms of Tender shall not apply.
- (b) In addition to the items specified in Paragraph 3.3(a) and (c) of the Terms of Tender, the following must be submitted before the Tender Closing Time as part of the Tenderer’s Tender:

- (i) the one-time unit price and annual unit price quotation for the Maintenance Services for each of the Items listed in Table 1.1 of Part A of the Price Schedule

**6. List of documents and items which must be supplied by the Tenderer as part of its Tender before the Tender Closing Time or otherwise upon request by the Government after the Tender Closing Time (if any such request is made)**

[Paragraph 3.4 of the Terms of Tender shall be read subject to this Paragraph 6.]

The following shall be submitted as part of its Tender before the Tender Closing Time or otherwise upon request by the Government after the Tender Closing Time (if any such request is made):

- (a) other information required in the Price Schedule which is not unit price quotations for the Items or which is not other price quotations as requested in Tables 1.2 and 1.3 of Part A of the Price Schedule;
- (b) other information required in the Particulars of Goods Schedule which is not identified as “essential information”;
- (c) the Compliance Schedule (see Paragraph 7 of the Terms of Tender);
- (d) the Information Schedule (see Paragraphs 9.4, 10, 12 and 20.2 of the Terms of Tender);
- (e) the Non-collusive Tendering Certificate (see Paragraph 32.2 of the Terms of Tender);
- (f) (applicable to Paper-based Tendering only) the Tenderer’s signature on the Non-collusive Tendering Certificate;
- (g) (applicable to Paper-based Tendering only), a copy of a 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 as required under Paragraph 10.1(j) of the Terms of Tender (if applicable).

**7. Tender Validity Period**

[Paragraph 4.2 of the Terms of Tender shall be read subject to this Paragraph 7.]

- (a) The default Tender Validity Period of ninety (90) days after the Tender Closing Date specified in Paragraph 4.2 of the Terms of Tender shall not apply.
- (b) The Tender Validity Period shall be **one hundred and eighty (180)** days after the Tender Closing Date.

**8. Prices**

[Paragraphs 5.1 and 5.2 of the Terms of Tender shall be read subject to this Paragraph 8.]

(a) The subject matters covered by the Unit Price for an Item

The following shall be included and deemed to have been included in the one-time Unit Price for all Items specified in Table 1.1 of Part A of the Price Schedule:

The one-time Unit 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 all New Kiosks as covered by a batch of New Hardware and New Software is Ready for Use at the Locations as stipulated by the Government and by the Completion Date as specified in the Implementation Plan.

(b) The subject matters not covered by the Unit Price for an Item and may be separately procured by the Government

The following shall be separately quoted in the Price Schedule on top of the unit price quotations:

- (i) The Tenderer shall provide in Table 1.2 of Part A of the 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 the Trade-in Items, and if the Contract is awarded to it, unless the Government elects otherwise, it shall still be required to remove all such Trade-in Items from the relevant Government premises (including the Locations) in the quantity as stipulated by the Government and perform all necessary degaussing at its own cost.
  - (ii) The Tenderer shall provide in Table 1.3 of Part A of the Price Schedule the unit price for relocating one unit of New Kiosk or Existing Kiosk from one Location to another upon request from time to time by the Government during the Contract Period. If the Tenderer does not complete any amount, it shall be that the relocation services shall be provided free of charge. Regardless of whether it has quoted any unit price for the aforementioned relocation services, upon the request of the Government, the Contractor shall be required to relocate the New Kiosk or Existing Kiosk from any Location (which may be any Government premises within Hong Kong) to another Location (again which may be any Government premises within Hong Kong) in the quantity as stipulated by the Government. The Tenderer should provide a uniform unit price for relocating one unit of New Kiosk or Existing Kiosk, irrespective of the locations. In case a Tenderer's Tender incorporates different rates for different locations or imposes an additional service charge for delivery to any particular location, the lowest rate quoted shall apply to all locations and no additional service charge for relocating to any particular location will be payable by the Government.
- (b) Tenderer shall not at its own initiative provide any price quotation which is not requested in the Price Schedule. Any such price quotation shall be ignored by the Government and shall not form part of the Contract.

**9. Permissible Currency for Quoting the Unit Prices for the Item**

[Paragraphs 5.5 and 5.9 of the Terms of Tender shall be read subject to this Paragraph 9.]

- (a) Paragraph 5.5 of the Terms of Tender shall not apply.
- (b) The payment to the successful Tenderer will be made in Hong Kong dollars.
- (c) The conversion rate applicable for determining the amount of Hong Kong dollars payable shall be as follows:

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 U.S. 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.

**10. Tender samples**

[Paragraph 6.3 of the Terms of Tender shall be read subject to this Paragraph 10.]

- (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 (collectively “Samples”), 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 the 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 Table 1.1 of Part A of the 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 10(a) to 10(c) above.

- (e) The Tenderer shall perform the benchmark test on the Samples and shall submit, together with the Samples, the benchmark scores and hardcopies of the benchmark reports to be prepared by the Tenderer to prove that Item 2 listed in Table 1.1 of Part A of the Price Schedule has attained at least a score of 1500 in SYSMark 2014 Overall Rating or equivalent.
- (f) If a Tenderer fails to comply with the request of the Government pursuant to Paragraph 10(a) and 10(e) above in relation to all or any of the Items listed in Table 1.1 of Part A of the Price Schedule, its Tender will not be considered further.
- (g) 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.
- (h) 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.
- (i) 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.

**11. Additional Statement of Compliance in the Technical Specifications**

[Paragraph 7.2 of the Terms of Tender shall be read subject to this Paragraph 11.]

An additional statement of compliance in the Technical Specifications is not required.

**12. Other requirements which the Tenderer is specifically requested to confirm compliance in the Compliance Schedule**

[Paragraph 7.8 of the Terms of Tender shall be read subject to this Paragraph 12.]

In addition to Paragraph 13(c) of these Terms of Tender (Supplement), in respect of each batch of New Hardware and New Software, the successful Tenderer shall provide free Maintenance Services for a minimum period of 12 months for such batch (including brand new replacement units, brand new parts and labour). The Tenderer shall provide in Part C of the Compliance Schedule the Warranty Period offered together with its Tender before the Tender Closing Time. **If a Tenderer offers a Warranty Period which is less than twelve (12) months for any Item, its Tender will not be considered further.** If the Tenderer does not complete Part C of the Compliance Schedule, it shall be deemed that the Tenderer agrees with and is bound by the minimum twelve (12) months' Warranty Period for all New Hardware and New Software.

**13. Delivery Schedule**

[Paragraph 8 of the Terms of Tender and Clause 6.4 of the General Conditions of Contract shall be read subject to this Paragraph 13.]

- (a) The date(s) (viz., Deadline Delivery Date or Completion Date) for the New Kiosks to be duly assembled, delivered, and installed; to pass all Inspections and Acceptance Tests; where applicable, to be connected to other equipment or systems of the Government in accordance with all requirements of the Contract including the Technical Specifications; and to become Ready for Use shall be as specified in the implementation timetable (“Implementation Timetable” or “Implementation Plan”) set out in Section 5.4 of the Technical Specifications.
- (b) The above-mentioned Completion Date for the New Kiosks covered by each batch of New Hardware and New Software is not subject to any counter-proposal.
- (c) The Tenderer shall confirm in Part B of the Compliance Schedule that it will comply with the Implementation Plan before the Tender Closing Time. If a Tenderer does not complete Part B of the Compliance Schedule, it shall be deemed that the Tenderer agrees with and is bound by the Implementation Plan.
- (c) Subject to any clarification which the Government may but is not obliged to make, a Tenderer’s Tender for the relevant Group(s) will not be considered further if the Tenderer expressly indicates in its Tender that it will not comply with the Implementation Plan.

**14. Delivery on terms other than on F.I.S. terms**

[Paragraph 8.4 of the Terms of Tender shall be read subject to this Paragraph 14.]

Paragraph 8.4 of the Terms of Tender shall not apply.

**15. Certification Requirement and Track Record Requirement**

[Paragraphs 9.1 and 9.2 of the Terms of Tender shall be read subject to this Paragraph 15.]

Paragraphs 9.1 and 9.2 of the Terms of Tender shall not apply.

**16. Legal Opinion**

[Paragraph 10.2 of the Terms of Tender shall be read subject to this Paragraph 16.]

The legal opinion as referred to in Paragraph 10.2 of the Terms of Tender is not required if the Tenderer has been awarded with a contract from LD any time within 12 months prior to this Invitation to Tender and that a legal opinion was provided for such contract.

**17. Manufacturer’s Undertaking /Letter of Intent**

[Paragraph 11 of the Terms of Tender shall be read subject to this Paragraph 17.]

Neither the Manufacturer’s undertaking nor the letter of intent is required.

**18. Sub-contractor's Undertaking**

[Paragraph 12.4 of the Terms of Tender shall be read subject to this Paragraph 18.]

The sub-contractor's undertaking is not required.

**19. Appointment of Sub-contractor for the performance of the Maintenance Services**

[Paragraph 12 of the Terms of Tender shall be read subject to this Paragraph 19.]

- (a) Paragraph 12.5 of the Terms of Tender shall not apply.
- (b) If a sub-contractor is to be appointed by the Tenderer for performing the Maintenance Services, the Tenderer shall submit in Table C of the Information Schedule the contact details of the sub-contractor. If no information is provided, it will be assumed that the Tenderer will itself perform the Maintenance Services.

**20. Counter-proposals**

[Paragraph 14.1(c) of the Terms of Tender shall be read subject to this Paragraph 20.]

In addition to those provisions as specified in Paragraph 14.1(a) and (b) of the Terms of Tender, the Tenderer may not submit any counter-proposal to the following provisions (including all definitions in the Interpretation or Interpretation (Supplement) as appearing in these provisions):

N/A

**21. Calculation of the tender price**

[Paragraph 21.1(a) of the Terms of Tender shall be read subject to this Paragraph 21.]

The lowest tender price shall be the lowest amount which is equal to (a) all Estimated Goods Prices for all Items listed in Table 1.1 plus (b) all Estimated Service Prices for all Items listed in Table 1.1, and this latter amount shall be estimated using net present value methodology at a cashflow discount rate at 4 per cent; and less (c) the estimated total Trade-in Prices specified in Table 1.2 of Part A of the Price Schedule for the estimated quantities of the Trade-in Items as specified therein.

**22. Marking scheme**

[Paragraph 21.1(b) of the Terms of Tender shall be read subject to this Paragraph 22.]

There is no marking scheme for this Invitation to Tender and Paragraph 21.1(b) of the Terms of Tender shall not apply.

**23. Scope of the tender for evaluation**

[Paragraph 21.4 of the Terms of Tender shall be read subject to this Paragraph 23.]

Partial Tender is not allowed.

**24. Calculation of the Contract Deposit**

[Paragraphs 23.1 and 29.1 of the Terms of Tender shall be read subject to this Paragraph 24.]

References to “Total Estimated Goods Price” in Paragraph 23.1 of the Terms of Tender shall read “Total Estimated Contract Value” as defined in the Interpretation (Supplement).

**25. Disclosure of the Contract value**

References to “Total Estimated Goods Price” in Paragraph 29.1 of the Terms of Tender shall read “Total Estimated Contract Value” as defined in the Interpretation (Supplement).