

Annex A to the Special Conditions of Contract
Delivery, Installation and Acceptance Tests

1 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.

2 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 in accordance with the distribution details to be stipulated by Labour Department (LD) at the Contractor's own costs and expenses within the batch delivery period applicable to that batch. Contractor shall take note of the possibility that delivery of each batch of New Hardware and New Software and collection of the Existing Kiosks may be divided into groups. The Contractor shall obtain the instructions and distribution details from LD before commencement of the batch delivery period for each 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 2(a) above, 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 batch delivery period. Other dates specified in the Implementation Plan shall remain unchanged.
- (e) The Contractor shall deliver each batch of New Hardware and New Software to the Government with their latest product patches.
- (f) In the case of malware outbreak or serious known vulnerabilities

during the delivery period, the Contractor shall assist LD to apply security patches, hotfixes, etc. for each batch of New Hardware and New Software.

- (g) In relation to the goods that are governed by the Product Eco-responsibility Ordinance (Chapter 603 of the Laws of Hong Kong) (the “regulated electrical equipment”), the Contractor shall provide (i) an appropriate recycling label, issued by the Environmental Protection Department, for each of the regulated electrical equipment delivered; and (ii) a receipt with prescribed wording about the recycling levies.

3 Installation of the New Kiosks

- (a) The Contractor shall provide one set of New Hardware and Software to LD within four (4) weeks from the Date of Tender Acceptance. After LD has completed installation of the VST application to the New Hardware, LD will give a notice to the Contractor for collection of the New Hardware and Software. The Contractor shall, at its own cost and expense, collect and prepare a Windows 10 image (as specified in Section 5.5 of the Technical Specifications), and install such image on each unit of New Kiosk as covered by a batch of New Hardware and New Software.
- (b) In relation to each batch of New Hardware and New Software, the Contractor shall deliver to the Locations stipulated by LD, and install and assemble at such Locations, New Kiosks covered by that batch of New Hardware and New Software within the batch delivery period applicable to that batch but the exact dates and the number of New Kiosks to be installed and assembled at each Location shall be subject to stipulation by LD. Each unit of New Kiosk shall be installed, assembled with and incorporate one set of New Hardware and New Software. All references 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, assembled with and incorporating such batch of New Hardware and New Software in the aforesaid manner including the software image as mentioned in Clause 3(a) above.
- (c) If, in the reasonable opinion of the Contractor, it is necessary to remove or disconnect any of the Government’s equipment at the Location in order to carry out the work as mentioned in Clause 3(b) above, the Contractor shall promptly inform the LD staff who will take all necessary measures or precaution before authorising the Contractor to effect any such removal or disconnection. The LD staff 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 presence of LD staff or designated representatives.

4 Independent Tests and Independent Report

- (a) In relation to each batch of New Hardware and Software, the Contractor shall within the 4-week period before the commencement of the batch delivery period for that batch, arrange an Independent Accredited Laboratory, independent of the Contractor and all the sub-contractors, to conduct a series of tests in relation to such batch of New Kiosks (“Independent Tests”) and prepare a report after completing the Independent Tests (“Independent Report”). The contents of the Independent Report shall include without limitation inspection methodology, list of the Independent Tests performed by the Independent Accredited Laboratory, results and certification that each tested unit of the New Kiosks comply with the Overall Specifications and has successfully completed all of the Independent Tests. The Independent Tests to be performed by the Independent Accredited Laboratory shall include without limitation power up/down test, multi-touch test of the touch-screen, printer test. At least such number of New Kiosks representing 10% of the total quantity of New Kiosks as covered by a batch of New Hardware and New Software shall each be tested.
- (b) The Contractor shall submit the Independent Report in relation to a batch of New Kiosks as covered by a batch of New Hardware and New Software for approval by the Government Representative within the four (4) weeks’ period prior to the commencement of the applicable batch delivery period for such batch under the Implementation Plan.

5 Function 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 specifications within the specified period 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 (“certified Function Tests Report”).
- (c) For any of the Function Tests to be conducted in relation to the New Kiosks covered by each batch of New Hardware and New Software, they shall not be deemed to have been successfully completed unless the Contractor has provided the Government with the certified Function Tests Report in respect of that batch, and further that such report has been verified and accepted by the Government in writing.

6 User Acceptance Tests and Reliability Tests

- (a) Within the period as specified in the Implementation Plan for each batch, the Government shall carry out User Acceptance Tests to assess whether each unit of New Kiosk as covered by a batch of New Hardware and New Software and every part thereof is operating properly in accordance with the Overall Specifications.
- (b) 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 and was covered by an Independent Report delivered to the Government, they shall be submitted to the Reliability Tests. The Reliability Tests shall be conducted by the Government within the Test Period as specified in Section 5.6 of the Technical Specifications.
- (c) 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 Test Period as specified in Section 5.6 of the Technical Specifications.
- (d) In the case of User Acceptance Tests and Reliability Tests, they shall not be deemed to have been passed unless the Government has confirmed the same. Even though it will be the Government which will conduct the Reliability Tests, the Contractor shall follow up on the fault calls received and be responsible to keep track of the actual compliance by each batch of New Hardware and New Software with

the Reliability Levels and provide the details thereof to the Government for verification after completion of the Test Period (and Extended Test Period, as the case may be).

7 Installation of Updates and Certification

- (a) The Contractor shall install all updates (as defined in Clause 12(c)(ix) of the Special Conditions of Contract) that have been published by the manufacturer for each unit of New Hardware and New Software (including the New Software and Bundled Software covered in the software image mentioned in Clause 3(a) above) up to the time of completing the all Acceptance Tests in respect of each batch of New Hardware and New Software.
- (b) The Contractor shall submit a completed “Certificate of Product Patching” (“Product Patching Certificate”) in the form of Annex B to the Government upon completion of all Acceptance Tests. The Certificate shall be signed and certified by the Contractor and shall list all the updates that have been applied up to the time of completion of the Acceptance Tests as well as any applicable updates that have not been applied with reasons. If, in the reasonable opinion of the Government Representative, latter versions of updates are required to be applied, the Contractor shall apply the updates within a period specified by the Government Representative.
- (c) In addition to all other requirements as stated in Clause 9.2 of the General Condition of Contract, in relation to each batch of New Hardware and New Software, the Contractor shall issue the Product Patching Certificate in respect of that batch before the Government will issue any Acceptance Note in respect of that batch of New Hardware and New Software,.

8 Consequences for failing any Acceptance Tests

- (a) If (1) any unit of New Kiosk or any unit of New Hardware or New Software as incorporated therein fails to pass the Function Tests or User Acceptance Tests within fourteen (14) days from the date of its first submission to such Tests (“faulty item”) and the batch of New Kiosks to which it belongs is “faulty batch”, or (2) a batch of New Kiosks is not supported by an Independent Report complying with the content requirements and delivery time requirement in accordance with Clauses 4(a) and (b) above (“faulty batch”), without prejudice to other rights and claims of the Government, the Government may issue a Rejection Notice under Clause 10.1 of the General Conditions of Contract to the Contractor of such faulty batch, and exercise its rights under Clause 10.3 of the General Conditions of Contract.
- (b) 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 (viz the combined period of the Test Period and the Extended Test Period) (“faulty batch”), without prejudice to the other rights and claims of the Government, the Government may issue a Rejection Notice under Clause 10.1 of the General Conditions of Contract to the Contractor of such faulty batch, and exercise its rights under Clause 10.3 of the General Conditions of Contract.

- (c) 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. For the avoidance of doubt, the period of such maintenance services shall not be treated as part of the Warranty Period.
- (d) All costs incurred by the Contractor for the conduct of the Acceptance Tests including the Function Tests, the User Acceptance Tests and the Independent Tests and the procurement of the Independent Report shall be borne by the Contractor and shall not be chargeable to the Government.