

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

Interpretation (Supplement)

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

Part A - Replacement Definitions

The following definitions shall replace the original definitions appearing in the Interpretation or in other part of the BD-TERMS-1 (August 2018):

Defined Terms	Definitions
“a batch of Goods”	means a “batch of New Hardware and New Software” as defined in Part B below;
“Contract”	shall still have the same definition given in the Interpretation but shall also include Annex A (Delivery, Installation and Acceptance Tests) to the Special Conditions of Contract;
“Goods”	means the total quantity of all batches of New Hardware including Bundled Software and New Software as may be ordered by the Government and/or supplied by the Contractor from time to time under the Contract and all New Kiosks covered by all of the aforesaid batches of New Hardware (including Bundled Software) and New Software;
“Locations”	means the locations at which the New Kiosks covered by a batch of New Hardware and New Software are to be installed. The locations include those as stated in 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;
“mandatory features”	has the same meaning as “essential requirements” as defined in the Interpretation;
“Tender Documents”	shall still have the same definition given in the Interpretation but the documents referred to in (k) part of the definition shall include Annex A (Delivery, Installation and Acceptance Tests) and Annex B (Patching Certificate) to the Special Conditions of Contract;
“Unit Price” (in upper or lower case)	means either the one-time unit price for an Item set out in the Price Schedule, or the annual unit price for the Maintenance Services for such Item; and
“Warranty Period”	means in relation to a batch of New Hardware and New Software, a period of 12 months or such longer period as specified in Part C of the Compliance Schedule starting from the Acceptance Date for that batch whichever is the longer.

Part B – Additional Definitions

The following new definitions shall be added to the definitions appearing in the Interpretation:

“Acceptance Date”	means in relation to a batch of New Hardware and New Software, the date of acceptance by the Government of that batch as noted in the Acceptance Note for that batch;
“batch delivery period”	means any one of the 1 st batch delivery period or 2 nd batch delivery period or 3 rd batch delivery period specified in Activity No 3 of the Implementation Plan in Section 5.4 of the Technical Specifications;
“batch of New Hardware and Software” or “batch”	has the meaning given to the term in the Implementation Plan (Activity No 3) in Section 5.4 of the Technical Specifications;
“Bundled Software”	means a software (including operating software) or a device driver or any other program which is required to be installed on or accompanied with an Item of New Hardware in accordance with the Technical Specifications or otherwise to be provided to ensure that an Item of New Hardware or any part thereof can be operated under the operating system software of another New Hardware. For the avoidance of doubt, references to Bundled Software include any substitute unit to be supplied in compliance with Clause 18 of the Special Conditions of Contract (if any) and updates to be supplied as part of the Maintenance Services for the New Hardware incorporating such Bundled Software;
“Completion Date” or “Deadline Delivery Date”	has the meaning given to the term in Clause 6.5 of the General Conditions of Contract, viz the date by which the New Kiosks covered by a batch of New Hardware and New Software shall become Ready for Use as stated in the Implementation Plan;
“Contractor Personnel”	means the employees, agents, sub-contractors deployed by the Contractor or by its sub-contractors for performing the Contract;
“Contract Specifications” or “Overall Specifications”	means the Technical Specifications and the specifications submitted by the Contractor as part of its Tender, including any specifications published by the manufacturers, in respect of the Goods;
“Existing Kiosks”	means the iKiosks and nKiosks as described in Sections 2 and 4.1 of the Technical Specifications, among which the iKiosks 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 5 of Annex A (Delivery, Installation and Acceptance Tests) to the Special Conditions of Contract and Table F of the Information Schedule;

“Estimated Service Price for an Item”	means in relation to an Item, where Maintenance Services are stated to be required for such Item in the Price Schedule, but not otherwise, the annual amount payable for such Item for the Maintenance Services on and subject to the terms and conditions of the Contract based on the annual unit price for Maintenance Services for such Item(s) as specified in the Price Schedule per annum and multiplied by the quantity of such Item(s) and further multiplied by the number of years covered in the Maintenance Period excluding the Warranty Period; which amount is an estimate only and is not binding on the Government;
“Implementation Plan” or “Implementation Timetable”	has the meaning as defined in Paragraph 13 of the Terms of Tender (Supplement) or Clause 6.4 of the General Conditions of Contract, all referring to the same timetable set out in Section 5.4 of the Technical Specifications;
“Independent Report”	has the meaning given to the term in Clause 4 of Annex A (Delivery, Installation and Acceptance Tests) to the Special Conditions of Contract;
“Independent Tests”	means the tests identified as such to be conducted by an Independent Accredited Laboratory to be appointed by the Contractor in accordance with the requirements of the Contract including Clause 4 of Annex A (Delivery, Installation and Acceptance Tests) to the Special Conditions of Contract and Table E of the Information Schedule;
“Labour Department” or “LD”	means the Labour Department of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“Licences” “licensees” and “Licensed Rights”	these terms shall still have the meanings as defined in Clause 21.5 of the General Conditions of Contract but subject to the exclusion as specified in Clause 17(a)(i) of the Special Conditions of Contract and with the inclusions as specified in Clause 17(a)(iii) of the Special Conditions of Contract;
“Maintenance Period”	means in respect of Items covered by a batch of New Hardware and New Software, a period of five (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 12 of the Special Conditions of Contract and Table G of the Information Schedule;
“New Hardware”	means Item 1 to Item 5 specified in Table 1.1 of Part A of the Price Schedule, 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

	18 of the Special Conditions of Contract (if any);
“New Kiosks	means a unit to be assembled with and incorporating one set of Items 1 to 6 as specified in Table 1.1 of Part A of the Price Schedule, the software image as referred to in Section 5.5 of the Technical Specifications, 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 Software”	means the software preloaded in Item 2 and the software of Item 6 specified in Table 1.1 of Part A of the 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 any substitute units to be supplied in compliance with Clause 18 of the Special Conditions of Contract (if any) and updates to be supplied for such Items as part of the Maintenance Services;
“Reliability Levels”	means the minimum performance levels specified in Section 5.6 of Technical Specifications;
“Reliability Tests”	means the tests identified as such to be carried out by the Government pursuant to Clause 6 of Annex A (Delivery, Installation and Acceptance Tests) to the Special Conditions of Contract;
“Service Price”	means in relation to each batch of Goods, the annual amount payable for the Maintenance Services to be provided after the Warranty Period on and subject to the terms and conditions of the Contract based on the annual unit price(s) for such Item(s) as specified in the Price Schedule per annum and the quantity of such Item(s);
“Total Estimated Contract Value”	means the sum total of the Total Estimated Goods Price and Total Estimated Service Price listed in Table 1.1 of Part A of the Price Schedule and less the Total Estimated Trade-in Prices listed in Table 1.2 of Part A of the Price Schedule;
“Total Estimated Service Price”	means an amount equal to the summation of all Estimated Service Prices for all such Item(s) which have been awarded to the Contractor;
“Trade-in Item”	means those Existing Kiosks as specified in Table 1.2 of Part A of the Price Schedule;
“Trade-in Price”	means the amount specified in Table 1.2 of Part A of the Price Schedule;

“Trade-in Services”	means the services more particularly specified in Clause 24 of the Special Conditions of Contract;
“User Acceptance Tests”	means the tests identified as such to be carried out by the Government pursuant to Clause 6 of Annex A (Implementation Service and Acceptance Tests) to the Special Conditions of Contract; and
“Work”	means all the works, duties and obligations to be carried out by the Contractor under the Contract.

Part C – Additional Interpretation Principles

The following interpretation principles shall apply in addition to those specified in Clause 1 of the Interpretation Section of the Standard Terms and Conditions (Reference No. BD-TERMS-1 (August 2018)):

- (a) Throughout the Contract, all references to the “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents as appearing in the Standard Terms and Conditions (Reference No. BD-TERMS-1 (August 2018)).
- (b) References to “New Hardware and Software” mean New Hardware and New Software.