

**Form of Tender**  
**for**  
**Lifestyle Reactivation Project: Jockey Club Smart Homecare Solution**  
**For Evangelical Lutheran Church Social Service - Hong Kong**

Name : Evangelical Lutheran Church Social Service - Hong Kong  
Address: 1/F, Lutheran Building, 50A Waterloo Road, Yau Ma Tei, Kowloon.  
Tender No. : ELCHK-LRS/T201801  
Tender Closing Date and Time : 12:00 noon, Friday, 2 March 2018

**Offer to be Bound**

1. It is acknowledged that I/We, the undersigned/the legal entity hereunder mentioned do hereby agree to supply all or any portion of the items and services specified in the Tender Requirements provided by Evangelical Lutheran Church Social Service - Hong Kong at the prices quoted therein against all orders placed during the Contract Period, subject to and in accordance with the Tender's Terms and Conditions provided by Evangelical Lutheran Church Social Service - Hong Kong of Invitation To Tender, the General Conditions of Contract and (if any) the Special Conditions of Contract herein unless otherwise counter-proposed in the Tenderer's Tender Proposal and negotiations (if any) consequently thereon.
2. I/We, hereby warrant that the sale and/or supply of the items or services or any of them by me/us will not infringe any patent.
3. This tender is submitted with the authority and on behalf of (insert name of Company)

\_\_\_\_\_

whose registered office is situated at

\_\_\_\_\_

4. The number of my/our Company's Business Registration Certificate is \_\_\_\_\_ which is still valid until \_\_\_\_\_
5. My/our answer to Clause 10.8, Conflict of Interest, of Terms and Conditions of Invitation To Tender is \_\_\_\_\_  
(Please indicate YES or NONE, if YES, please give details below.)  
Name \_\_\_\_\_ Identity Card No. \_\_\_\_\_ Relationship \_\_\_\_\_  
Name \_\_\_\_\_ Identity Card No. \_\_\_\_\_ Relationship \_\_\_\_\_
6. Name and designation of person signing :  
Name in Block Letter : \_\_\_\_\_  
Designation : \_\_\_\_\_

<p><b>Authorized Signature :</b></p> <p>Date :</p> <p>Tender Ref. :</p> <p>Tel No. :                      FAX No. :</p>	<p><b>Company Chop</b></p>
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## **1. Overview**

In response to the tremendous increase of the ageing population, Evangelical Lutheran Church Social Service - Hong Kong (ELCSS-HK) applied the Chief Executive's Community Project List 2017 and successfully got the grant to develop “Lifestyle Reactivation Project – Jockey Club Smart Homecare Solution”. We would like to make the good use of technologies and IoT (Internet of Things) devices plus the inputs from healthcare professionals, re-engineer the lifestyle of frail elderly and empower their caregivers, assisting them to continue living in their familiar domestic environment and community as long as possible. Establish a new homecare service model for frail elders at ELCSS-HK and also deploy to other NGOs in the future.

## **2. The Computer Solution**

Suppliers please refer to the Attachment(s) for the description of the existing problems, requirements of the Smart Homecare Solution and other relevant details.

## **3. Risk Management**

The Computer Solution will quickly evolve into integral mission-critical components of the operation of Evangelical Lutheran Church Social Service - Hong Kong. Suppliers must consider risk management seriously to make adequate and justifiable proposals in this connection. Suppliers' proposals must at least cover the following areas:-

- a) Transaction Data Backup
  - Full backups and off site backups are preferred.
  - The approach, including the media, tool, frequency, retention period, etc., is to be proposed.
- b) Solution Backup
  - Suppliers are to propose how to recover a crashed System in the most effective manner.
- c) Resilience
  - The hard-disks of the servers must support RAID5 plus hot-spare.
  - The servers must support redundant power supply and Ethernet port.
  - Suppliers should propose the way to recover the system in case of any incident.

d) Security

- VPN network has to be set up in Evangelical Lutheran Church Social Service - Hong Kong to help protect the Computer Solution from unexpected intrusion and information leakage.
- Besides VPN, Suppliers are to propose other effective means, possibly including data encryption in backup tape, user authentication, etc., to protect against unauthorized access to the Computer Solution and the stored information.
- Suppliers are to propose an effective and appropriate anti-virus protection mechanism.

e) Contingency

- Suppliers must design alternative (manual) operation procedures so that in any unfortunate events of system failure, Evangelical Lutheran Church Social Service - Hong Kong could adopt the alternative procedures to continue its business.
- Suppliers must also detail the approach for recovering the Systems in case of failure. The maximum downtime to be expected must be specified.
- Clearly documented procedures, guidelines and training must be included as part of the project deliverables.
- Evangelical Lutheran Church Social Service - Hong Kong may request the Suppliers to demonstrate that their proposed approach works as expected by performing a recovery drill.

f) Personal Data Handling

- Evangelical Lutheran Church Social Service - Hong Kong respects personal data privacy seriously. Suppliers must demonstrate their proposed solutions have adequately taken care of the relevant requirements in this connection, with reference to the Personal Data (Privacy) Ordinance.

The objectives of all the measures requested in this Section are to ensure business continuity and at the same time, to prevent unauthorized access to privileged information. Suppliers are to propose justifiable, cost-effective approaches that would prevent system mal-functioning and minimize business disruption in case the Systems do fail. Control of access to information maintained in the Systems should not be compromised. Only authorized personnel would be allowed to access the information they are granted the privileges.

Suppliers are to design the relevant procedures, provide the documentation describing the approaches, train Evangelical Lutheran Church Social Service - Hong Kong and most important of all, ensure that their proposed approaches can actually achieve the purpose.

#### **4. Data Migration**

Suppliers should provide data migration service for properly transferring data maintained in the existing systems into the new proposed Systems as part of the system preparation exercise before the new Systems start to operate. Suppliers must describe the migration plan including details of duration, preparation work required from Evangelical Lutheran Church Social Service - Hong Kong, approach (for instance, automatic versus manual procedures), etc.

#### **5. User Training and Documentation**

Adequate user training sessions should be provided to all relevant users in Evangelical Lutheran Church Social Service - Hong Kong to help them master the required skills in using the proposed Systems.

Suppliers must provide relevant manuals specific to the context of Evangelical Lutheran Church Social Service - Hong Kong for the training. The documents should include at least the (a) User Manual, and (b) System Administration Manual.

These documents should be updated whenever the details have been modified due to changes to the Systems or the associated operation procedures.

#### **6. Project Monitoring**

Suppliers must adopt a well-recognized and generally-accepted project management methodology for managing the Projects so as to ensure that the Projects would be delivered successfully. Appropriate, regular and effective reporting to Evangelical Lutheran Church Social Service - Hong Kong is expected. Details of all such control measures are to be fine-tuned and agreed at the project initiation stage but base on the proposals of the Suppliers as stated in their tender response.

The project management methodology should emphasize on how the Suppliers would manage deviations from agreed project plans. Proper project monitoring is to ensure that the proposed Systems would be implemented within the project budgets with reasonable quality in the pre-defined timeframe.

All major project variations must be pre-approved mutually between the Supplier and Evangelical Lutheran Church Social Service - Hong Kong or else it would be solely the responsibility of the Supplier to rectify the situation at its costs.

## **7. Project Evaluation**

Suppliers are expected to submit project completion/evaluation reports when the Project completes. Evaluation of the Project will involve whether the Project is delivered on time, whether all the spelt-out requirements have been met, whether the project costs have been managed properly, and whether the project objectives have been met, etc.

More importantly, the evaluation reports should recommend positive ways to raise further the effectiveness in using the Systems and lessons learnt during the implementation of the Systems.

## **8. System Support and Maintenance**

Since most of the equipment would be housed in the premises of Evangelical Lutheran Church Social Service - Hong Kong, Suppliers may assume that Evangelical Lutheran Church Social Service - Hong Kong would manage the daily routines of performing backup.

Suppliers are to make proposals regarding long-term system support and system maintenance. Although such services are to be handled separately from this Tender, the offers would be marked and counted during the evaluation of this Tender. Evangelical Lutheran Church Social Service - Hong Kong reserves the right to subscribe to the service in this connection with the terms and conditions as described by the Suppliers after the implementation project finishes.

Specific items should at least include the followings:-

1. Access to helpdesk during office hours for general enquiries and assistance. Response time of calls should be specified.
2. Bug-fixing.
3. Free version upgrade and installation of bug-fixing patches, and the corresponding documentation.
4. Refreshment courses on how to use the Systems.
5. Offers regarding out-scope services.

## **9. Free Warranty Period**

The Suppliers must offer an at least 6-month free warranty period from the date of project completion, i.e. end of system nursing, with the service content as described in Section 8 above.

## **10. Terms and Conditions**

### **10.1. Preparation of Tender**

The Tender requirements issued with this Invitation to Tender must not be altered by the Suppliers for any reasons.

Tenders are to be completed by the Suppliers in ink or typescript.

Tenders may not be considered if any particulars and data asked for in the Tender Requirements, or in the follow-up clarification of the details described in the Tenders, are not furnished in full, rendering it impossible for evaluating the submitted responses.

Quotation Breakdown and Implementation Plan in Section 11 must be included in the Suppliers' Proposals.

Evangelical Lutheran Church Social Service - Hong Kong may not consider any received proposals if any of the above is not met satisfactorily and Evangelical Lutheran Church Social Service - Hong Kong is not obliged to explain to the concerned Supplier of such decision.

### **10.2. Validity**

Tenders shall remain open for acceptance by Evangelical Lutheran Church Social Service - Hong Kong for a period of not less than 90 days after the Tender Closing Date.

### **10.3. Outsourcing**

Outsourcing of system development work should be reported to Evangelical Lutheran Church Social Service - Hong Kong.

In any case, the Supplier remains solely responsible for the delivery of the awarded Contracts.

### **10.4. The Project Team**

Suppliers must submit the resumes of their major project team members for reference.

Suppliers are to propose their project team structure, with an estimate of how much resources, of various seniority and position, would be committed to the Project. Suppliers must ensure that it will be a relatively stable structure throughout the project duration. Evangelical Lutheran Church Social Service - Hong Kong will not be responsible for any resources required due to staff turnover in the Supplier's project team.



Evangelical Lutheran Church Social Service - Hong Kong reserves the right to request for changing any member in the Supplier's project team, without the need to give any explicit reason.

The resource plan is for reference only. The Suppliers would be responsible for monitoring their own resources to deliver all the agreed project deliverables.

### **10.5.Reference Site Visit**

Suppliers should provide information of reference projects in its Proposals, and arrange site visits within a reasonable timeframe and free-of-charge, if requested by Evangelical Lutheran Church Social Service - Hong Kong.

### **10.6. Interview**

Suppliers must attend the interviews requested by Evangelical Lutheran Church Social Service - Hong Kong in the tendering process, demonstration and/or presentation of its Proposal may be required at the expenses of the Suppliers.

Suppliers interview will be conducted in the second week of March 2018 but the timetable may be revised according to actual needs.

### **10.7.Consideration of Offers**

Evangelical Lutheran Church Social Service - Hong Kong reserves the right to accept all or any part of any Tender at any time within the period during which the Tenders remain open.

Evangelical Lutheran Church Social Service - Hong Kong is not bound to accept the lowest bid and it reserves the right not to award a contract at all if no suitable Tender has been received.

An evaluation process will be conducted with the objective to assess the Proposals in their overall value/impact to Evangelical Lutheran Church Social Service - Hong Kong, total costs of implementing the Systems and subsequently using the Systems, the quality of the Systems and the practicality in successfully implementing the Systems, etc.

Proposals will be evaluated by Evangelical Lutheran Church Social Service - Hong Kong with the following criteria:

1. Fulfillment of Requirements
2. System Design and Features
3. Technology Applied and Expansion Flexibility

4. Implementation and Delivery Schedule
5. Development and Implementation Costs
6. Recurrent Maintenance and Management Costs
7. On-going Service Terms
8. Reference and Past Experience, Company Profile
9. Value-added Features

#### **10.8. Conflict of Interest**

The Suppliers should state in the "Offer to be Bound" Section if any member of Evangelical Lutheran Church Social Service - Hong Kong has any financial or other interests in the Suppliers' companies either directly or indirectly through members of his immediate family.

#### **10.9. Registration of Tenderer**

Evangelical Lutheran Church Social Service - Hong Kong will not enter into a contractual relationship with a Supplier unless the Supplier, at the time of submitting the Tender, is a company registered in Hong Kong under the Companies Ordinance or a business registered under the Business Registration Ordinance or a company registered under the law of the Supplier's country.

#### **10.10. Cancellation of Tender**

Without prejudice to Evangelical Lutheran Church Social Service - Hong Kong's right to cancel the Tender, where there are changes of requirements after the Tender Closing Date for operational or whatever reasons, Evangelical Lutheran Church Social Service - Hong Kong is not bound to accept any conforming Tender and it reserves the right to cancel the Tender.

#### **10.11. Acceptance of Tender**

The successful Supplier will receive a fax or letter of acceptance, duly signed by an authorized representative of Evangelical Lutheran Church Social Service - Hong Kong, as the official notification. The fax or letter of acceptance shall constitute a binding contract with reference to the Tender Requirements and Supplier's Proposal.

#### **10.12. Payment**

All prices shall be quoted in Hong Kong Dollars and Evangelical Lutheran Church Social Service - Hong Kong will settle payments with the successful Tenderer in Hong Kong Dollars.

### **10.13. Bankruptcy**

Evangelical Lutheran Church Social Service - Hong Kong may at any time by notice in writing terminate the Contract without entitling the successful Tenderer to any compensation in any of the following events:

1. If the Tenderer shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of its estate made against it, or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purports so to do; or
2. If the Tenderer, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to Evangelical Lutheran Church Social Service - Hong Kong.

### **10.14. Penalty Clause**

If for any reasons the Project experiences slippage of more than two (2) calendar months against the project plan to be agreed and confirmed at the initial stage of the Project and upon Evangelical Lutheran Church Social Service - Hong Kong's request to the Suppliers for immediate remedial planning and actions, the Suppliers fail to produce a reasonable and practical plan, Evangelical Lutheran Church Social Service - Hong Kong would be entitled to terminate the Contracts with immediate effect. Upon such termination, Evangelical Lutheran Church Social Service - Hong Kong reserves the right to recover from the Suppliers the amount of all damages and loss suffered by Evangelical Lutheran Church Social Service - Hong Kong resulting from such termination. The Suppliers should also refund to Evangelical Lutheran Church Social Service - Hong Kong all moneys previously paid to Evangelical Lutheran Church Social Service - Hong Kong under this Contract.

### **10.15. Tender Rigging**

No tender rigging is allowed. Evangelical Lutheran Church Social Service - Hong Kong reserves the right for not considering the Tenderer or terminate the Contract (without any compensation to the Supplier) if such activities are identified at any time.

### **10.16. Intellectual Property Rights**

Evangelical Lutheran Church Social Service - Hong Kong will own the data and obtain a set of sources codes. The source codes of the system, business logic, project deliverables and project documents that are specific

to the Evangelical Lutheran Church Social Service - Hong Kong. Evangelical Lutheran Church Social Service - Hong Kong has the rights to modify any part of the system.

The Supplier hereby warrants that the items or services supplied under this Contract and the process for its manufacture or development do not infringe the Intellectual Property Rights of any third party.

The Supplier hereby undertakes to inform Evangelical Lutheran Church Social Service - Hong Kong immediately if any claim for infringement or alleged infringement of Intellectual Property Rights is lodged against it during the currency of this Contract in respect of the items or services supplied under this Contract.

The Supplier shall indemnify Evangelical Lutheran Church Social Service - Hong Kong and keep Evangelical Lutheran Church Social Service - Hong Kong fully and effectively indemnified against all claims, actions, proceedings, liabilities, losses, damages, demands, charges, costs and expenses of whatsoever nature arising from or incurred by reason of infringement or alleged infringement of any Intellectual Property Rights in connection with the use or possession of the items or services or any part thereof by Evangelical Lutheran Church Social Service - Hong Kong.

#### **10.17. Arbitration and Governing Law**

All disputes, differences or questions arise between Evangelical Lutheran Church Social Service - Hong Kong and the successful Tenderer as to the performance of the Contract or as to any matter arising out of the Contract or in any way connected therewith shall be subject to and construed in accordance with the laws of Hong Kong and subject to the jurisdiction of the courts of Hong Kong.

#### **10.18. Confidentiality**

Both parties (i.e. The Supplier and Evangelical Lutheran Church Social Service - Hong Kong ) and their respective staff, agents, subcontractors will keep in confidence and not disclose to any third party any information, related affairs or businesses arising out of or in connection with this Project other than disclosure to those persons to whom it is necessary to supply such information for the proper performance of their obligations in this Project. The relevant party shall impose the same obligations of confidentiality on its staff, agents, subcontractors and ensure they comply with such obligations.

Both parties (i.e. The Supplier and Evangelical Lutheran Church Social Service - Hong Kong ) will establish and maintain relevant security measures and procedures as are practical and adequate to provide for the safe custody of the information within the scope of this Clause 10.18 in their possession and to prevent unauthorized access/transfer thereto or use thereof.

In anticipation of any potential cases of conflict of interest, the Supplier shall provide a brief account to Evangelical Lutheran Church Social Service - Hong Kong of the situation immediately. The Supplier and Evangelical Lutheran Church Social Service - Hong Kong shall then agree a mutually acceptable approach for handling the situation.

If either party suspects or finds that the security or confidentiality of the information within the scope of this Agreement is or will be compromised or breached, the party shall immediately notify the other party and take all reasonable steps to rectify the situation, to ensure and protect such security or confidentiality.

These obligations of confidentiality shall survive without any limitation of time.

Nothing contained above shall apply to prevent the Supplier or Evangelical Lutheran Church Social Service - Hong Kong from disclosing any information:--

1. previously in its possession and has the full right to disclose; or
2. which is or later becomes public knowledge other than by breach of this Agreement; or
3. which it may independently develop; or
4. received from a third party who has the full right to disclose; or
5. which it is compelled to disclose by applicable law, rules or regulations or directions of the Government or any supervisory authority exercising control over it.

#### **10.19. Anti-collusion**

The Tenderer shall not communicate to any person other than the Employer the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the Tenderer is notified by the Employer of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate his tender.

The above sub-clause of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.

## 11. Schedules

Suppliers should supply all the required information, in particular Quotation Breakdown, in the Attachment(s) as requested otherwise their tenders are not to be considered.

<b>Authorized Signature :</b>  Date : Tender Ref. : Tel No. :                      FAX No. :	<b>Company Chop</b>
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