

(TENDER REFERENCE: ELCSS-HO-IT/HW/2017-18/4)

TENDER FOR THE SUPPLY, INSTALLATION, COMMISSIONING AND
MAINTENANCE OF
PERSONAL COMPUTERS AND PERIPHERALS FOR
ELCHK, SOCIAL SERVICE HEAD OFFICE

Table of Contents

| | Page |
|---|---------|
| 1. Notes for Tenderers | 3 - 5 |
| 2. Part I –Terms of Tender | 6 |
| 3. Part II – General Conditions of Contract | 7 - 10 |
| 4. Part III – Tender Schedule | 11 - 14 |
| 5. Part IV – Tender Specification | 15 -22 |
| 6. Part V – Notes for Guidance in the Preparation of Tender Schedules | 23 |
| 7. Part VI – Special Conditions of Contract | 24- 28 |
| 8. Part VII – Offer to be Bound | 29 |
| 9. Part VIII – Memorandum of Acceptance | 30 |
| 10. Appendix 1 – Technical Specification..... | 31- 35 |
| 1 Standard of Desktop & Notebook Computer Setup | |
| 2 Desktop & Notebook Computer Setup Procedure | |

Notes for Tenderers

1. Content List

The tender document identified as ELCSS-HO-IT/HW/2017-18/4 comprises the following:

- (a) Notes for Tenderers
- (b) Part I - Terms of Tender
- (c) Part II - General Conditions of Contract
- (d) Part III - Tender Schedule
- (e) Part IV - Tender Specification
- (f) Part V - Notes for Guidance in the Preparation of Tender Schedules
- (g) Part VI - Special Conditions of Contract
- (h) Part VII - Offer to be Bound
- (i) Part VIII - Memorandum of Acceptance
- (j) Appendix 1 - Technical Specification (1-1 to 1-3)

2. Tender Preparation

Tenderers must **complete Part VII** (Offer to be Bound) of the Tender Form and submit Tenders in **DUPLICATE** having attached thereto all Tender Documents with the items in the Tender Schedule fully priced, cost and totaled and all necessary information provided which are necessary for tender evaluation. Failure to comply with this requirement will render the tenders invalid.

3. Validity of Offer

Tenderers are requested to note that the validity of their offers will remain firm for a period of **90 days** from the closing date of this tender. Should they be unable to meet this, they must clearly indicate in the space provided in the tender schedule the period for which their tender is valid for acceptance.

4. Assessment of Tender Prices

The tender prices will be assessed on the basis of capital costs plus the estimated maintenance services, license and other charges on the estimated quantity of items specified in the tender.

5. Tenderers' Responsibility

It is mandatory that tenderers responding to this tender should bid for all hardware and software components and services specified in **Part IV**, and must be the single point of contact for all the related activities.

6. Information and Descriptive Literature

Complete product information, including technical and descriptive literature, must be submitted with the proposal. Information submitted must be sufficiently detailed to substantiate that the products offered meet tender specifications or not.

7. Tenderer Enquiries

For further enquiry regarding this tendering should be in writing to the email address of it-hw-201718-04@elchk.org.hk or contact Mr. Wah at 2710-8313 for general enquires.

8. Written Instruction Procedure

Only communications from the tenderers which are signed and in writing will be recognized by ELCHK, Social Service Head Office as duly authorized expressions on behalf of the tenderers.

9. Addenda to Proposal

All addenda to this tender will be in writing with content and number of pages described and forwarded by mail to all tenderers known to be in receipt of this tender. Tenderers must acknowledge receipt of all addenda.

INTERPRETATION

In this form unless the context otherwise requires

| | |
|-------------------------------|---|
| “Contract” | means the contract hereunder and reference to the terms thereof shall include the terms of tender in Part I unless inconsistent with the context of such reference; |
| “Contractor” | means the ‘tenderer’ whose tender is accepted as hereinafter provided; |
| “Agency” | means ELCHK, Social Service Head Office |
| “Agency Representative” | means Executive Director acting for and on behalf of ELCHK, Social Service Head Office or any duly authorized officer for the time being performing his duties; |
| “Goods” | means the articles and/or materials referred to in the Schedule attached hereto; |
| “Tenderer” | means the person or persons and/or the firm or the company referred to in Part VII; |
| “Tender Closing Date” | means the latest date by which tenders may be lodged. |
| “Date of Acceptance of Goods” | means the date which the Official Acceptance Notice for all the ordered Goods is issued by the Agency Representative to the Contractor |

Part I
TERMS OF TENDER

1. Invitation to Tender

Tenders are invited for the supply of Goods specified in the Schedule to be delivered subject to and in accordance with these Terms of Tender, the General Conditions set out in Part II, Specification set out in Part IV and the Special Conditions set out in Part VI hereof.

2. Tender

- (a) This tender relates to the supply of all or any Goods of such dates or during such contract period as specified in the Schedule.
- (b) The Schedule issued with this tender must not be altered by the tenderer. Any modification of the Schedule considered necessary by the tenderer should be the subject of a separate letter accompanying the tender. Figures should be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the tenderer in ink.
- (c) Tenders are to be completed in ink or typescript tenders not so completed may not be considered.
- (d) Tenders may not be considered if complete information is not given with the tender or if any particulars and data asked for in the Schedule are not furnished in full.

3. Tenders to Remain Open

Tenders shall unless otherwise indicated by the tenderer and agreed by the Agency, remain open only for 90 days after the tender date.

4. Prices Etc

The prices to be quoted by the tenderer are to be shown in Hong Kong currency and must only be quoted on the **attached Schedule** and such be net prices allowing for all trade and cash discounts and shall include the cost of containers, packing, packing materials and delivery to destination as directed by the Agency.

5. Acceptance

The Contractor will receive as an indication of acceptance the duplicate copy of the Part VIII thereof duly completed. Tenderers who do not receive any notification within **14** days after the expiration of the offer mentioned in **Clause 3 above** shall assume that their tenders have not been accepted.

6. Saving

The Agency is not bound to accept the lowest or any tender and reserve the right to accept all or any part of any tender at any time within the period mentioned in **Clause 3 hereof**.

Part II
GENERAL CONDITIONS OF CONTRACT

1. Total Quantities

Orders which placed and deliveries which made for the supply of Goods by successful tenderer must in accordance with the quantities which confirmed by the Agency on the written order with authorized signature with chop.

2. Assignment

The Contractor shall not, without the written consent of the Agency assign or otherwise transfer this Contract or any essential part share or interest therein, and the performance of this Contract by the Contractor shall be deemed to be personal to him.

3. Goods, Specifications and Proof Notes

- (a) The Goods shall be of the qualities and sorts described and equal in all respects to any specifications or drawings mentioned in the Schedule or to any specifications, drawings or samples supplied by the Contractor before acceptance to this tender.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of this Contract shall be furnished to him by the Agency free of charge but shall be returned on completion of the Contract.
- (c) If required the Contractor shall furnish the Agency with a proof note or certificate showing that the Goods have been subject to the normal tests for such Goods or such tests as the Agency reasonably require.
- (d) All Goods not-otherwise specified shall be in accordance with British Standard Specifications where such exists.

4. Delivery

The Contractor shall, on receipt of a written order from the Agency supply and deliver in accordance with the delivery conditions specified in the Schedule and to the destination named in such order and in this connection, time shall be deemed to be the essence of the Contract. Each delivery shall be accompanied by a copy of the order, and the Contractor shall ensure that he obtained a receipt thereof from the Agency, but such receipts shall not constitute an acknowledgement that the Goods therein mentioned are acceptable or satisfactory.

5. Conveyance

The Contractor shall at his own expenses deliver the Goods to the destination specified in the order and shall be responsible for delivery in good condition.

6. Inspection and Acceptances

All deliveries of Goods will be subject to inspection and accordingly shall not be deemed to have been accepted unless the Agency shall furnish the Contractor with an Acceptance Note.

7. Rejections

- (a) Without prejudice to any statutory rights the Agency may reject any Goods which do not strictly conform with the conditions of **sub-clause (a) of Clause 3 of this Part** on which are damaged, spoiled or soiled.
- (b) Within 24 hours of being notified in writing by the Agency of the rejection of any Goods delivered the Contractor shall remove the same.
- (c) Within 7 days after notification of rejection or such longer period as is specified in

the Special Conditions of Contract, the Contractor shall replace the Goods rejected with satisfactory Goods specified in the order or, in the case where replacement Goods have to be obtained from sources outside Hong Kong, the Contractor must advise the Agency the delivery date when replacement Goods will be delivered unless with the notification of rejection, the Agency shall have notified the Contractor that it does not require the replacement of such Goods. Unless otherwise provided in the Contractor's offer, the Agency reserves the right to apply that of **Clause 10** of this Part relating to termination if replacement delivery cannot be made with the period referred to above and the Goods are urgently required to meet essential requirement of the Agency.

- (d) If it shall be proved to the satisfaction of the Agency that the Contractor has offered for delivery any Goods which have previously been rejected by the Agency, the Agency shall immediately thereupon be at liberty, to terminate this Contract in manner provided in **Clause 10** of this Part and subject to the provision of such Clause.

8. Empties

If the Contractor in his tender has requested the return of empties to him he shall be entitled unless otherwise provided for under the Special Conditions to collect the same at any time after the expiration of 28 days from the date of delivery (or such earlier date as may be arranged with the Agency) at his own cost and the Agency shall not incur any responsibility in respect of the loss or damaged of such empties whilst under its control.

9. Payment for Goods

After delivery of all Goods under this Contract, an invoice stating the order number, particulars of Goods delivered and the quantity, rate and value shall be sent by the Contractor to the Agency. Unless otherwise agreed by the Agency no payments for Goods so delivered will be made until the same are deemed to have been accepted within the meaning of Clause 6 of this Part. Once accepted, payment will be made within 30 days of certification by the Agency.

10. Default

If the Contractor shall fail to deliver all or any of the Goods ordered within the time specified in such order or as otherwise provided in **Clause 4** of this part, the Agency shall immediately thereupon be at liberty to terminate this Contract by notice in writing to the Contractor, but without prejudice to any claims by the Agency for breach off Contract and, in particular, the right to procure any Goods then outstanding from any other source, and the Contractor shall be liable for any sum or sums so incurred in excess (hereinafter called "any excess") of the prices quoted in the Schedule by the Contractor.

11. Recovery of Sums Due

Whenever under this Contract any sum of money should be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other the Agency Contract.

12. Liability for Damages or Compensation

- (a) The Agency shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, the Occupiers' Liability Ordinance for the time being in force or at Common Law by or in consequence of any accident or injury to any workman or other person whether in the employment of the Contractor or any Sub-contractor and the Contractor shall indemnify and keep indemnified the Agency against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- (b) In the event of any workman or other person employed on any work done in pursuance of this Contract whether in the employment of the Contractor or a Sub-contractor suffering any personal injury and whether there be a claim for compensation or not, the Contractor shall within 7 days give notice in writing of such personal injury to the Agency.

13. Bankruptcy

The Agency may at any time by notice in writing summarily terminate this contract without enabling the Contractor to compensation in any of the following events

- (a) If the Contractor shall at any time be adjudged Bankrupt or shall have a receiving order or order for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do, or
- (b) If the Contractor, being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs, 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 the Agency.

14. Corrupt Gifts

- (a) If the Contractor or Sub-contractor or any employee or agent of the Contractor or Sub- contractor shall be found to have committed an offence under the prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made there under or under any law of a similar nature in relation to this or any other the Agency Contract, the Agency may, summarily terminate this Contract or Sub-contract, as the case may be, without entitling the Contractor or Sub-contractor to any compensation thereto.
- (b) The Contractor or Sub-contractor shall be liable for all expenses necessarily incurred by the Agency as the result of the termination of this Contract.

15. Guarantee

- (a) Without prejudice to the generality of **clause 3(a)** hereof, the Contractor must guarantee the quality and condition of the Goods are good and can fulfill the requirement of the acceptance test before delivery and setup in the Agency's centres.
- (b) Notwithstanding **clause 6** of this Part, the Contractor shall make good as soon as possible all defects in the Goods arising from defective design, materials, workmanship or any other cause discovered within the said period.
- (c) In the event of any defect in the Goods being discovered, the Agency Representative shall inform the Contractor in writing of the nature of the defect, and if the **Agency Representative** does not reject the Goods, the Contractor will repair the defective Goods to the satisfaction of the Agency Representative, free of cost to the Agency.
- (d) In the event that the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods, no responsibility for the defective Goods shall rest upon the Agency and the Agency may disposal of them after a reasonable time in whatever manners as it seen fit.
- (e) If any defects are not made good within a reasonable time, the Agency may after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expense without prejudice to any other rights which the Agency may have against the Contractor.
- (f) The Contractor shall remain liable to the Agency under the terms of this clause whether or not the Goods, or any other thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any Goods not manufactured by him shall

be under the same liability to the Contractor as the liability undertaken by the Contractor to the Agency pursuant to this clause.

16. Patent Rights

The Contractor shall indemnify the Agency against all claims arising at any time on account of the manufacture or use of the Goods infringing any patent rights, copyrights or registered design rights, or on account of any claims for royalties arising from the manufacture or use of the Goods, and the Contractor shall also be liable for any cost to the Agency of negotiation or litigation that may arise from any such claims.

17. Government Regulations

- (a) The Contractor shall be responsible for complying with enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture.
- (b) The Contractor shall indemnify the Agency against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition the Agency reserves the right to claim full compensation under **Clause 10** of this Part in the event of the whole or any part of the contract not being completed as a result of such failure to comply.

18. These General Conditions of Contract shall apply to the extent to which they are not inconsistent with the Special Conditions of Contract (if any set out in **Part VI**).

19. The Name of the Agency is not allowed to be quoted for other activities without the assent of the Agency.

Part III

Tender schedule

Tender Reference No.: ELCSS-HO-IT/HW/2017-18/4

Confidential

Pricing – Table A

| Hardware Items | Brand/Model | Unit Cost | Duration of Free Warranty (in months) |
|---|-------------|------------|---------------------------------------|
| Desktop Computer System | | 50-100 PCs | |
| Specification (Minimum Requirement) <ul style="list-style-type: none">● Intel® Core™ i5 Gen 7/8, 4 Core 3GHz Processor● 16GB DDR4 RAM● 512GB SSD Harddisk● DVD Writer● Integrated HD Graphic Card● Gigabit Ethernet● USB Port x 4 (at least two are USB 3.0)● VGA Port x 1● USB Keyboard (Traditional Chinese)● USB Laser Mouse● MS Windows 10 Professional 64bit (Trad Chn)● 3 years On-site Warranty including Parts & Labours● Requested software are pre-installed (Software licenses will be provided by the Agency, no image or cloning disc will be provided)● Delivery and Setup | | | |

Signature & Company Chop

Date

Note:

- **CPU Model should be stated clearly in the quoted price list.**
- **If the warranty period provided not same as the period marked by the Agency in this part of each item, tenderer must state clearly the number of year which the warranty service of the good included.**

Part III
Tender schedule
Tender Reference No.: ELCSS-HO-IT/HW/2017-18/4
Confidential

Pricing – Table B

| Hardware Items | Brand/Model | Unit Cost | Duration of Free Warranty (in months) |
|---|-------------|-----------|---------------------------------------|
| Notebook / Laptop | | 10-30 | |
| Specification 1 (Minimum Requirement) <ul style="list-style-type: none"> ● Intel® Core™ i5- Gen 7, 2 Core 2.5GHz Processor ● 8GB DDR4 Memory ● 500GB 7200 RPM SATA Hard Disk ● ~15” FHD LED Display (1920 x 1080) ● Integrated HD Graphic Card ● Gigabit Ethernet ● 802.11b/g/n/ac Dual Band Wireless Ethernet ● Bluetooth ● HDMI x 1 & VGA x 1 ● Headphone / Microphone combo jack x 1 ● USB Port x 2 (at least one is USB 3.0) ● Multi-format digital media reader x 1 ● Clickpad with Numeric Keypad ● AC Adapter ● MS Windows 10 Professional 64bit (Trad Chn) ● 3 years On-site Warranty including Parts & Labours ● Requested software are pre-installed (Software licenses will be provided by the Agency, no image or cloning disc will be provided) ● Delivery and Setup | | | |

Signature & Company Chop

Date

Note:

- CPU Model should be stated clearly in the quoted price list.
- If the warranty period provided not same as the period marked by the Agency in this part of each item, tenderer must state clearly the number of year which the warranty service of the good included.

Part III
Tender schedule
Tender Reference No.: ELCSS-HO-IT/HW/2017-18/4
Confidential

Pricing – Table B (Continue)

| Hardware Items | Brand/Model | Unit Cost | Duration of Free Warranty (in months) |
|--|-------------|-----------|---------------------------------------|
| Notebook / Laptop | | 10-50 | |
| Specification 2 (Minimum Requirement) <ul style="list-style-type: none"> ● Intel® Core™ i7- Gen 7/8, 4 Core Processor ● 16GB DDR4 Memory ● 500GB 7200 RPM SATA Hard Disk ● ~17” FHD LED Display (1920 x 1080) ● Discrete Graphic Card with 2GB RAM ● Gigabit Ethernet ● 802.11b/g/n/ac Dual Band Wireless Ethernet ● Bluetooth ● HDMI x 1 & VGA x 1 ● Headphone / Microphone combo jack x 1 ● USB Port x 2 (at least one is USB 3.0) ● Multi-format digital media reader x 1 ● Clickpad with Numeric Keypad ● AC Adapter ● MS Windows 10 Professional 64-bit (Trad Chn) ● 3 years On-site Warranty including Parts & Labours ● Requested software are pre-installed (Software licenses will be provided by the Agency, no image or cloning disc will be provided) ● Delivery and Setup | | | |

Signature & Company Chop

Date

Note:

- CPU Model should be stated clearly in the quoted price list.
- If the warranty period provided not same as the period marked by the Agency in this part of each item, tenderer must state clearly the number of year which the warranty service of the good included.

Part III
Tender schedule
Tender Reference No.: ELCSS-HO-IT/HW/2017-18/4
Confidential

Pricing – Table C

| Hardware Items | Brand/Model | Unit Cost | Duration of Free Warranty (in months) |
|--|-------------|-----------|---------------------------------------|
| Monitor | | 30-100 | |
| Specification 1 <ul style="list-style-type: none"> ● ~18” Wide Screen ● VGA ● 3 years On-site Warranty including Parts & Labours ● Delivery and Setup | | | |
| Specification 2 <ul style="list-style-type: none"> ● ~21” Wide Screen ● HDMI, VGA, Display Port ● Adjustment of Height, swivel and tilt ● 3 years On-site Warranty including Parts & Labours ● Delivery and Setup | | | |

Signature & Company Chop

Date

Note:

If the warranty period provided not same as the period marked by the Agency in this part of each item, tenderer must state clearly the number of year which the warranty service of the good included.

Part IV

Tender Specification

1. Introduction

Tenderers are invited to bid for the supply, installation, commissioning, and maintenance of personal computers, application software and peripherals for the following service centres (hereafter abbreviated as centres) of the Agency.

2. Location of Installation

The Goods acquired will be delivered and installed, but not limited to, in the following listed centres:

Location – Table A

| Name | Address | Initial |
|---|---|------------------------------------|
| ELCHK, Social Service Head Office | 1/F, Lutheran Building, 50A Waterloo Road, Kowloon | HO |
| ELCHK, Social Service Head Office (Corporate Communication Division) | G/F, Lutheran Building, 50A Waterloo Road, Kowloon | CCD |
| ELCHK, Central Youth Service ELCHK, Hong Kong Youth Talent Institute ELCHK, Uncle Long Leg Letter Box ELCHK, Clinical Psychology Support Service | Room 901-903, 9/F, Tai Shing Commercial (Yaumatei) Building, No.498-500 Nathan Road, Kowloon | CYS YTI CYS-LLLB CYS-CPSS |
| ELCHK, Tin Shui Wai Integrated Youth Service Centre ELCHK, When Teens Meet Angels Service | G/F, Yiu Wah House, Tin Yiu Estate, Tin Shui Wai | TSWIT CYS-WTMA |
| ELCHK, Tuen Mun Integrated Youth Service Centre | Unit 301, 3/F, Po Tin Shopping Centre Po Tin Estate Tuen Mun | TMIT |
| ELCHK, Tai Wo Integrated Youth Service Centre | G/F, Lai Wo House, Tai Wo Estate, Tai Po | TWIT |
| ELCHK, Sheung Tak Integrated Youth Service Centre | 4/F Podium, Sheung Chi House, Sheung Tak Estate, Tseung Kwan O | STIT |
| ELCHK, School Social Work Unit ELCHK, Life Angel Education Centre | Room 301-2, Tai Tak House, Tai Yuen Estate, Tai Po | SSW LAEC |
| ELCHK, North District Integrated Youth Service Centre | No.101-116, G/F, Choi Lai House, Choi Yuen Estate, Sheung Shui | NDIT |
| ELCHK, Integrated Service Centre for Reconciliation | R13-R16 Commercial Centre, Wo Cho Estate, Shatin | ISCR |
| ELCHK, North District Youth Outreaching Social Work Team | Unit 119-121, G/F, Choi Wah House, Choi Yuen Estate, Sheung Shui | NDYOT |
| ELCHK, Tin Shui Wai Youth Outreaching Social Work Team | G/F, Shui Fai House, Tin Shui Estate, Tin Shui Wai | TSWYOT |
| ELCHK, Youth Career Development Service | Rm 11-12, 18/F, Tuen Mun Central Square, 22 Hoi Wing Road, Tuen Mun | YCDS |
| Luk Heung Campus | Plover Cove Road, Tai Po, N.T. | LHC |

Note:

Tenderers must state clearly if there will be any additional charge for delivery and installation in rural, remote, outlying or island area, otherwise it will be assumed that the installation charges are included in the quoted product price.

Location – Table B

| Name | Address | Initial |
|---|---|---|
| ELCHK, Tuen Mun Integrated Elderly Service ELCHK, Easy Escort Service ELCHK, Carer Training Centre | Flat3,7/F,Kin Wing Commercial Building,24-30 Kin Wing Street,Tuen Mun New Territories | TMIES TMIES-EES TMIES-CTC |
| ELCHK, Communion Lutheran Elderly Health Centre | 7B Shek Tsai Leng, Kwu Tung, Sheung Shui | TMIES-CLEHC |
| ELCHK, Navigation Scheme for young persons in Care Services | Flat3,7/F,Kin Wing Commercial Building,24-30 Kin Wing Street,Tuen Mun | YNS |
| ELCHK, Shan King Care and Attention Home for the Elderly | 2-3/F, King Wing House, Shan King Estate, Tuen Mun | SKCA |
| ELCHK, Lutheran Healthy Aging Centre | No. 7-9, G/F, King Wing House, Shan King Estate, Tuen Mun | LHAC |
| ELCHK, Tuen Mun Enhance Home and Community Care Service ELCHK, Tuen Mun Home Care Service | Unit 703, 7/F., Kin Wing Commercial Building, 24-30 Kin Wing Street, Tuen Mun | TMEHCC TMHCSC |
| ELCHK, Tuen Mun West Day Care Centre for the Elderly | No. 8-10, G/F, King Lok House, Shan King Estate, Tuen Mun | TMDE |
| ELCHK, Home Support Team of the Integrated Discharge Support Program for Elderly Patients | Unit 504, 5/F., Kin Wing Commercial Building, 24-30 Kin Wing Street, Tuen Mun 2/F, Tuen Mun Hospital Rehabilitation Block, Tsing Chung Koon Road, Tuen Mun | IDSP |
| ELCHK, Grace Court | 2-4/F, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | GC |
| ELCHK, Kwai Chung Neighbourhood Elderly Centre | Unit A Podium Level, Shek Yam Shopping Centre, Shek Yam Estate, Kwai Chung | KCNEC |
| ELCHK, Serene Court | G/F-1/F, 12 Hoi Fai Road, Tai Kok Tsui, Kowloon | SEC |
| ELCHK, Shatin District Community Centre for the Golden-Aged | No.123,125-140, G/F, Kwai Wo House, Lek Yuen Estate, Shatin | SDCC |
| ELCHK, Wai Yin Association Evergreen Centre | No.101-104, G/F, Luk Chuen House, Lek Yuen Estate, Shatin | WYACE |
| ELCHK, Shatin Caring Centre ELCHK, Shatin Enhanced Home and Community Care Services ELCHK, Enhanced Home and Community Care Services (New Territories East) ELCHK, Home Support Team of the Integrated Discharge Support Program for Elderly Patients (PWH) ELCHK, Professional Health Care Team ELCHK, Faith Home Care & Faith Bus ELCHK, Day Care Service & Pilot Scheme on Community Care Service Voucher for the Elderly (Pilot Scheme) | No.341-360, 3/F, Shek Yuk House, Chun Shek Estate, Shatin | SCC STEHCCS NTEEHCCS HSTIDSP PHCT FHC DE & CCSV |
| ELCHK, Ma On Shan District Elderly Community Centre | 1/F, Commerical Centre, Kam Tai Court, Ma On Shan | MOSDECC |
| ELCHK, Radiance Hub | Unit 1-8, G/F, Heng Hoi House, Heng On Estate, Ma On Shan | RH |
| ELCHK, Chung On Neighbourhood Elderly Centre | G/F, Chung Chi House, Chung On Estate, Ma On Shan | CONEC |
| ELCHK, Sheen Hok Charitable Foundation Kwan Shon Hing Yu Chui Neighbourhood Elderly Centre | G/F, Ancillary Facilities Block, Yu Chui Court, Siu Lek Yuen | YCNEC |
| ELCHK, Lutheran Senior Citizen Club | No.227, 1/F, Commercial Centre, Siu Hong Court, Tuen Mun | LSCC |

Note:

Tenderers must state clearly if there will be any additional charge for delivery and installation in rural, remote, outlying or island area, otherwise it will be assumed that the installation charges are included in the quoted product price.

Location – Table C

| Name | Address | Initial |
|--|--|--------------|
| ELCHK, Essence Hub | 3/F, 204 Prince Edward West, Kowloon | EH |
| ELCHK, Smart Club | Shop nos.45 & 46, Fifth Floor,Hong Wai House, Sun Tin Wai Estate, No.29 Sha Tin Tau Road, Sha Tin | STC |
| ELCHK, Child Care Resources Centre ELCHK, Chung On Nursery School | G/F, Wing A&B, Kam Lan House, Kam Fung Court, Ma On Shan | CCRC CONS |
| ELCHK, Amazing Grace Nursery School | 3/F, Sai Ying Pun Community Complex 2, High Street, H.K | AGNS |
| ELCHK, Hing Wah Nursery School | G/F, May Wah House, Hing Wah Estate, Chai Wan | HWNS |
| ELCHK, Ling Kung Nursery School | G/F, Wing A, Yee Kui House, Tsing Yi Estate, Tsing Yi | LKNS |
| ELCHK, Ling On Nursery School | 6/F, Community Centre Lam Tin (West) Estate, 71 Kai Tin Road, Lam Tin | LONS |
| ELCHK, Grace Nursery School | G/F, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | GNS |
| ELCHK, Kin Ming Nursery School | Wing B&C, G/F, Ming Sing House, Kin Ming Estate, Tseung Kwan O | KMNS |
| ELCHK, Nam Chung Outdoor Activity Centre | Nam Chung, Sha Tau Kok | NCCS |
| ELCHK, Grace Youth Camp | 35, Ma On Shan Peak, Ma On Shan, Shatin, N.T. | GYC |
| ELCHK, David Camp | 65A, Tai Shui Hang, Shatin | DC |
| ELCHK, Enlighten Centre | Rm102, 1/F, Tin Ching Amenity and Community Building, Tin Ching Estate, Tin Shui Wai | EC |
| ELCHK, Ling Oi Centre | 6/F, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | LOC |
| ELCHK, Ling Oi Tan Ka Wan Centre | Short Term Tenancy No.1657, Tan Ka Wan, Sai Kung North, New Territories | LOTKW |
| ELCHK, Grace Rehabilitation Service | 1-2/F, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | GRS |
| ELCHK, Kwai Chung District Support Centre | 1/F, Luen Yuet House, Kwai Chung Estate, Kwai Chung | KCDSC |
| ELCHK, Kwai Shing Hostel | Unit 121-136, G/F, Block 5, Kwai Shing West Estate, Kwai Chung | KSH |
| ELCHK, Professional Training Centre | Rm 07A, 16/F, Kowloon Plaza, 485 Castle Peak Road, Lai Chi Kok, Kowloon. | PTC |
| ELCHK, Grace Training and Development Centre | 5/F, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | GTC |

Note:

Tenderers must state clearly if there will be any additional charge for delivery and installation in rural, remote, outlying or island area, otherwise it will be assumed that the installation charges are included in the quoted product price.

Location – Table D

| Name | Address | Initial |
|--|--|---------|
| ELCHK, Wong Choi Ming Joyful Family Nurturing Centre | No.301, 2/F, Siu Hong Shopping Centre, Siu Hong Court, Tuen Mun, N.T. | JFNC |
| ELCHK, Grace Integrative Family Services Centre | UG, Fung Yat Social Service Complex, 364 Kwai Shing Circuit, Kwai Chung | GIFSC |
| ELCHK, Login Club for New Arrivals | 5/F, Kwai Hing Government Offices Building, 166-174 Hing Fong Road, Kwai Chung | LCNA |

Note:

Tenderers must state clearly if there will be any additional charge for delivery and installation in rural, remote, outlying or island area, otherwise it will be assumed that the installation charges are included in the quoted product price.

3. Existing Position

- 3.1 To facilitate the daily operation in centres, computers and peripherals are installed. Application software such as MS-Office, MS-Outlook/Outlook Express and some tailor made application such as Membership Management System, Finance Application, Human Resource Management application are running on the computers.
- 3.2 The listed centres on Point 2 of this part are going to add/replace some computers, application software and peripherals according to their specific needs to enhance their operation effectiveness and efficiency.
- 3.3 Local Area Network for resources sharing and Board Band Service for internet access has been setup and used in centre.
- 3.4 According to actual needs of centres, different quality of computer, application software and peripherals will be ordered and distributed. The Goods distributed will be used in the environment mentioned in point 3.3 of this Part and be operated at the meantime with other already installed computers, peripherals and software application.
- 3.5 To cater the daily operation needs in centre, application software other than the pre-installed application of the computers on Part III, other application with some of which have been listed out in the technical specification in this document will be installed and used by centre at the meantime.

4. Tender Requirements

- 4.1 Successful tender should provide the computers or/and peripherals with specifications mentioned on Part III in business grade model and suitable for office use.
- 4.2 Computers or/and peripherals from major computer manufacturer brands **HP, Dell, Lenovo, Fujitsu** and **ASUS** will be considered, other brands are not eligible for this tender.
- 4.3 Computers or/and peripherals or/and application software mentioned on Part III are requested to provided by successful tenderer according to the confirmed quality of the Agency for different centre.
- 4.4 Successful tenderer needed to setup the computer and pre-installed the requested application according to the request of the Agency before the Goods deliver to centre.
- 4.5 Successful tenderer needed to provide installation service after the Goods delivered to centre. Successful installation must be demonstrated according to the acceptance test.
- 4.6 Tenderers' Commitment
 - (a) If the listed items on Part III of the tender phased out, alternatives with same or above the Agency required configuration and performance that can meet the overall objective for essential features can be proposed by tenderer. Tenderers must confirm that the proposed items are compatible and interoperable with each other.
 - (b) Additional merit will be given to the tenderer who is able to provide a total solution.
 - (c) All tenderers must supply in their proposal complete product information, including technical and descriptive literature on the specified essential and optional features, if available. Information submitted shall be sufficiently detailed to substantiate that products offered meet or exceed the specifications.
 - (d) The Ownership of the Agency provided computer system setup specification belongs to the Agency
 - The successful tenderer will not resell the customized specification to third party.
 - (e) All business logic that is specific to the Agency should be protected. The successful tenderer is not allowed to disclose such information to third party.

4.7 Tenderer's Competency

- (a) Tenderer should provide job references from their past/current customers for similar project size and scale comparable to that of the Agency, unless the job references are past/current contacts with the Agency.

4.8 Time schedule for Delivery and Setup

For every order placed within the contract period mentioned in clause 1 of the Special Conditions of Contract in Part VI, the Delivery and Setup must be completed in 45 days.

5. **Quantity Required**

- 5.1 The quantity written on Part III is the estimation on the total quantity which will be placed in contract period. Tenderers are therefore required to quote the cost of each centre and, if applicable, the bulk purchase discount for different group of quantities. The unit cost should be fixed through the whole contractual period and the Agency reserves the right to purchase additional or subtractive quantity at the quoted price.
- 5.2 However, the Agency may select at its sole option to accept all or any part of a tenderer's offers and the Agency has sole discretion whether or not to accept any of the tender irrespective of its price.
- 5.3 Tenderers must include in their proposals any additional items that have not been covered by this tender for the setting up and proper functioning of the Goods, and the related costs for such additional items. It is the tenderers' responsibility to quote all necessary costs for installing the supplied items and ensuring that it will function satisfactorily.
- 5.4 The quantity specified in the schedule or requested quotation is an estimate of probable requirements of the Agency. The Agency reserves the right to accept all or part of the quantity within the period mentioned in clause 1 of the Special Conditions of Contract in Part VI through single or multi written order with authorized signature with chop.

6. **Warranty**

- 6.1 The successful tenderer must provide warranty details on the supplied Goods.
- 6.2 If the warranty of Goods are not provided by **manufacturer**, tender must submit also the service provider details on the supplied Goods such as follow.
 - (a) Service hour and day
 - (b) Number of Technical Support Officer/Customer Care Officer being employed to provide Support Hotline Enquiry
 - (c) Number of full time service engineers being employed to provide On-site technical support service
 - (d) Service level agreement such as response and effectiveness to the maintenance order being made
- 6.3 If applicable, the warranty period will start on the successful installation and confirmed acceptance of all Goods.
- 6.4 The terms that govern the warranty are given in various clauses in the Special Conditions of Contract.
- 6.5 If the warranty period of Goods will not be the same as the duration written on tender schedule, tenderer must state clearly the duration of the warranty service at "Duration of free warranty" in Part III.

7. **Implementation Service**

- 7.1 Tenderers must state in their proposals, any free services they would offer to the Agency in respect of the following:
 - (a) Software (such as application, drivers and so on) Pre-installation and

- (b) On site setup and installation;
- (c) Warranty and Maintenance.

- 7.2 The successful tenderer shall be responsible to install all the hardware, peripherals and software items in accordance with confirmed written order by the Agency with authorized signature with chop.
- 7.3 Tenderers must state in their proposals if additional charges involved in the consultancy and support services that are considered necessary for the successful implementation of the hardware, peripherals and software.

8. Delivery and Installation

- 8.1 The Goods should be fully installed and commissioned in accordance with the delivery schedule agreed with the Agency.
- 8.2 However, the Agency reserves the right to defer the delivery date on the agreed schedule. In such case, 7 days prior notice will be given to the successful tenderer.
- 8.3 Tenderers must state in their submitted documentation or proposals whether there will be any installation charge, otherwise it will be assumed that the installation charges are included in the quoted product price.
- 8.4 Tenderers must state in submitted documentation or proposals whether there will be any delivery and associated charges, otherwise it would be assumed that these charges are included in the quoted product price.
- 8.5 Tenderers must submit in submitted documentation or proposals a detail implementation schedule showing all important tasks, milestones, deliverables and various stages of Goods installation.
- 8.6 Tenderers must state the Agency's responsibilities in the delivery and installation process, otherwise it would be assumed that these charges are included in the quoted product price.
- 8.7 The successful tenderer must observe that there should be minimal interruption to all existing computerized systems running in centre during installation of the proposed software.

9. Acceptance Test

The successful tenderer must deliver all Goods and complete successful acceptance test in accordance with the provision of the contract (see Part VI for details of the acceptance test).

10. Reference Information

10.1 Tenderers are requested to provide the following information in the proposal:

- (a) Tenderer's company profile (if tenderer is HP/Dell/Lenovo/Fujitsu/ASUS Authorized Business Partner, it must be stated);
- (b) Number of years the tenderer has been the dealer for the Goods or proposed Goods;
- (c) Types of products or services which are provided/sold/distributed in Hong Kong;
- (d) Profile of the Project Manager who is appointed to follow this project;
- (e) Number of full time service engineer being employed to provide on site technical support service;
- (f) Number of full time service engineer will be involved in this project to provide on site technical support service to the Agency;
- (g) Profile of the technical team members (/service engineers) who are appointed to provide value added technical service such as OS and software installation, On Site setup service and so on;
- (h) Clients list in Hong Kong (Among the provided list, at least 3 of them must be the referee, tenderer must provide their contact point, project name and project period together with the tender submitted);

- (i) If warranty service not provided by **manufacturer**, tenderer must state the number of service engineers employed to provide On site warranty service;
- (j) Proof of no legal litigation.

11. Prices and Charges

11.1 Tenderers are requested to submit firm offers for the duration of the contract. If it is their intention to include a price variation clause, a formula applicable for subsequent price adjustment should be provided with detailed explanatory note of the terms and constituent elements for consideration.

11.2 Quotation:

- (a) Tenderers are requested to quote net price including software pre-installation charges, delivery charges and on site setup charges on the Tender Schedule.
- (b) Tenderers are requested to submit their offers in Hong Kong Dollars in the Tender Schedule. However, tenderers may quote in foreign currencies if the Goods or product offered are manufactured overseas.
- (c) Unless clearly specified on the Tender Schedule by the tenderer to the contrary, prices quoted shall be firmed for the duration of the contract.

11.3 The cost information will be furnished in sufficient details under the following tables with template provided on Part III of this document:

- (a) TABLE A - Computer items (Desktop Computer) required. Covering any necessary license fee, delivery charges, setup charges and maintenance charges.
- (b) TABLE B - Computer items (Notebook/Laptop) required. Covering any necessary license fee, delivery charges, setup charges and maintenance charges.
- (c) TABLE C - Monitor required. Covering any necessary license fee, delivery charges, setup charges and maintenance charges.

All proposed item should be quoted on “**Unit Cost**” basis and presented by using the template provided on Part III.

12. Format of Proposal

The proposal shall be prepared simply and economically, providing a straightforward, concise delineation of tender capabilities to satisfy the requirements of this part of the tender. In order to expedite evaluation of proposals, it is mandatory that tenderers follow the format stipulated in the list of schedules in Part III of this tender. There is no intent to limit or restrict tenderers from including additional information; however, it should be placed at the back of the proposal.

Part V
NOTES FOR GUIDANCE IN THE PREPARATION OF TENDER SCHEDULES

- Schedule 1 - List of hardware and software to be supplied with cost data as required in the section "Prices and Charges" in Part IV of the tender. Brand names, model numbers and version numbers should be stated.
- Schedule 2 - Maintenance/Support Service.
- Schedule 3 - Location of sites.

Delivery and Installation Schedules with description on tenderer's and user's responsibilities.
- Schedule 4 - Description on the company profile and other relevant information required by the tender.
- Appendix I - Counter proposal to Special Conditions of Contract, if any.
- Appendix II - Sample of Purchase Contract

Sample of Maintenance Contract

Part VI
SPECIAL CONDITIONS OF CONTRACT

1. Contractual Period

- 1.1 The effective contractual period is 12 months.
- 1.2 Unless otherwise stated in the Tender Schedule, the contractual period shall be effective from the date of acceptance of tender to the fulfillment of contractual obligations.

2. Statement of Compliance

Tenderers are requested to confirm that their offers submitted comply with the required specifications. If an offer is not identical with the tender specifications, tenderers should provide full details of the alternative offer for consideration, but the Agency reserves the right to accept or reject any offer that is not identical with the original specifications.

3. Accuracy of Tender Process

Tenderers should DOUBLE CHECK the prices quoted for accuracy before submitting their quotations. Under no circumstances will the Agency accept any request for price adjustment on grounds that a mistake has been made on the tendered prices.

4. Quotation

- 4.1 Tenderers are requested to quote net price including maintenance, delivery and installation.
- 4.2 Tenderers are requested to quote their offers in Hong Kong Dollars.
- 4.3 Unless clearly specified on the Tender Schedule by tenderer to the contrary, prices quoted shall be firm throughout the contractual period. However, the successful tenderer may be held responsible for price concession due to price fall in the market or published price reduction by manufacturer during the contractual period.
- 4.4 Tenderers are requested to return their tender in a sealed ENVELOPE clearly marked in the enclosed address label the tender reference number and the specified closing date in the space provided therein.
- 4.5 Acceptance of this tender will be made on an "**ITEMIZED**" or "**OVERALL**" basis.

5 Delivery and Installation

- 5.1 On the Delivery Date the Contractor shall deliver the Goods to the Agency and install the same on the Equipment at the Locations be specified.
- 5.2 Delivery Date may be changed by mutual agreement between the parties. However, consent of the Contractor is not required, if, at least 7 days prior to the Delivery Date, the Agency notify the Contractor a later delivery date for the Goods or any part therefore, in which event all other subsequent dates specified in this Contract shall be deferred accordingly.
- 5.3 Failure to deliver the Goods or any of them within the time or times specified in the Contract will, in addition to any other remedies of the Agency against the Contractor under the Contract, render the Contractor liable to deduction from the Contract price, as and for liquidated damages and not as penalty, of a sum to be calculated at the rate of 0.05% per day on the value of such Goods as are subject to the delay for each day which may elapse between the date or dates of delivery specified in the Contract and the actual date(s) of delivery up to a maximum of 20% of the value of any Goods so delayed, and provided further that ;
 - (a) the Contractor shall have the right to present to the Agency a case for the remission of whole or part of the deduction within 3 months of the notification that such a deduction has been or will be made;

- (b) if it shall be provided to the satisfaction of the Agency that any such delay has arisen from causes which were unavoidable and could not have been foreseen or overcome by the Contractor (including delay in the supply of materials to the Contractor due to causes which were unavoidable and could not have been foreseen or overcome by the manufacturers or vendors of such materials) and provided that notice of the anticipated delay had been given by the Contractor, then the Agency may in its absolute discretion decide the extent to which the deduction may be remitted, but any deduction not so remitted shall remain in full force; and
- (c) the Contractor shall be relieved of liabilities incurred under this Clause wherever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded as a consequence of war or conforming to any statute, rules, regulations, orders issued by any Department of the Government of the HKSAR, the Agency or other competent authority.

6. Warranty and Maintenance

- 6.1 The Contractor shall at his own expense provide all necessary procedure to effect maintenance.
- 6.2 Maintenance service for Desktop Computers, Notebook Computers and Printers should be carried out on-site by **manufacturer**. Otherwise, tenderers must state clear in their proposals the profile of the maintenance service provider.
- 6.3 In request, Desktop computers, Notebook Computers and Printers should be carried out on-site. The Contractor shall bear all the costs, including those of packing, carriage and insurance, that are incurred in the dispatch, repair, return and re-installation of the delivered system.
- 6.4 Tenderers are requested to state clearly the duration of the warranty period of the supplied Goods in their proposals if it is not same as the marked information on Part III by the Agency for each item of Goods.
- 6.5 Tenderers who are not manufacturers of the delivered system must indicate in their proposals commitments from the manufacturers on the warranty and maintenance service.
- 6.6 Tenderers who are not manufacturers of the delivered system must indicate in their proposals commitments from the manufacturers to maintain the system in the event of their change of distributorship.

7. Force Majeure

Neither party shall be deemed to be in default of any provision of this contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this contract, such acts shall include, but not limited to Acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other “force majeure” events beyond the parties’ reasonable control; provided, however, that the provisions of this clause shall not preclude the Agency from canceling or terminating this contract (or any order for any equipment and software included herein), regardless of any force majeure event occurring to the Contractor, except that, in such event, the Agency shall give the Contractor 90 days prior written notice of the Agency’s intent to so cancel or terminate this contract, and during the said 90 days period, the Contractor shall have failed to cure such delay or failure leading to the Agency’s intention in canceling or terminating the contract.

8. Indemnities

The Contractor shall fully indemnify the Agency against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright, patent, registered design or any intellectual property rights on the possession and use of the hardware, peripherals and software supplied.

9. Agreement Coverage

- 9.1 Any written commitment by the successful tenderer within the scope of this contract shall be binding upon the successful tenderer whether or not incorporated into an equipment order. Failure of the successful tenderer to fulfill any such commitment shall render the successful tenderer liable for liquidated or other damages due to the Agency under the terms of the contract.
- 9.2 For the purpose of this contract a commitment by the successful tenderer includes:-
- (a) Any warranty or representation made by the successful tenderer in the submitted documentation or proposal as to the Goods performance, total systems performance, any other physical, design or functional characteristics of a machine, system, or installation date;
 - (b) Any warranty or representation made by the successful tenderer concerning the characteristics of items described in sub-clause 9.2 (a) above made in any literature, description, drawings, or specifications accompanying or a referred proposal;
 - (c) Any modification of or affirmation or representation as to the above which is made by the successful tenderer in or during the course of negotiations whether or not incorporated into a formal amendment to the submitted documentation or proposal in question;
 - (d) Any representation by the successful tenderer in the submitted documentation or proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options to extend the contract committed to remain in force over a fixed period of time, and accepted by the Agency as a condition of sale, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this contract.

10. Confidentiality

The successful tenderer undertakes to treat as confidential all information which may be derived from or obtained in the course of the contract or which may come into the possession of the successful tenderer, his employees, servants, or agents as a result of or in connection with the contract.

11. Use the software together with other computer programs

The successful tenderer shall permit the Agency at no extra charge to Use the Goods together with other hardware, peripherals and computer programs which is not supplied under the Contract and which the Agency considers to be compatible to the Goods. The successful tenderer shall under such circumstances provide reasonable assistance with regard to the installation, acceptance testing and maintenance of such Goods. The extent of such assistance shall be agreed between the parties prior to the installation of such Goods and the successful tenderer shall not withhold such agreement unreasonably.

12. Charity Discount

The hardware and/or software listed in the tender are required for charitable organization usage and tenderers are requested to offer their prices on the hardware and/or software with net charitable prices which should be lower than those applied to the commercial field. (If applicable under individual Company's policy.)

Alternatively, tenderers may offer special discount off the quoted prices as charitable discount for consideration. Such net charitable prices and special discount offered should be clearly indicated in the tender document before the tender is deposited.

13. Acceptance Tests

- 13.1 Upon completion of installation, Acceptance Tests shall be performed:

The Agency shall use its test plan which in the reasonable opinion of the Agency is suitable to test whether the installed Goods are in conformity with the Specification and satisfactorily installed at the site. The successful tenderer shall not be entitled to object such test or expected results unless the successful tenderer can demonstrate to the Agency that they are not suitable for testing the Goods aforesaid, in which event the Agency shall make any reasonable amendments to such test as the successful tenderer may request.

- 13.2 If such repeat tests demonstrate that the Goods are not in conformity with the Specification or not satisfactorily installed then the Agency may be written notice to the successful tenderer elect at the Agency's sole option;
- (i) To fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the installed Goods on the same terms and conditions (save that all costs which the Agency may incur as a result of carrying out such tests shall be reimbursed by the successful tenderer). If the installed Goods shall fail such further tests then the Agency shall be entitled to proceed under paragraph (ii) or (iii) or (iv) below; or
 - (ii) To require (without prejudice to its other rights and remedies) the successful tenderer to provide such replacement as will enable the installed Goods to pass the Acceptance Tests. If such replacement shall fail to enable the installed Goods to pass the Acceptance Tests, then the Agency shall be entitled to proceed under paragraph (iii) or (iv) below; or
 - (iii) To accept the installed Goods 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 as to abatement within 14 days after the date of such notice the Agency shall be entitled to reject the installed Goods in accordance with paragraph (iv) below; or
 - (iv) To reject the Installed Goods as not being in conformity with this Contract in which event this Contract shall automatically terminate and the successful tenderer shall (without prejudice to the Agency's other rights and remedies) forthwith refund to the Agency all sums previously paid to the successful tenderer under this Contract. Upon rejection as aforesaid the risk in the Licensed Programs shall forthwith pass to the successful tenderer.
- 13.3 The successful tenderer shall furnish the maintenance services set out in clause 6 herein during the Acceptance Tests period at no extra cost to the Agency.
- 13.4 The successful tenderer shall permit the Agency to Use the Goods during the Acceptance Tests period so far as such use does not unreasonably interfere with the progress of the Acceptance Tests.

14. Delays

- 14.1 The successful tenderer shall provide the Goods Ready for Use on or before the Completion Date (according to project schedule subsequently agreed).
- 14.2 If the successful tenderer shall fail to provide the Goods Ready for Use by the Completion Date then the successful tenderer shall pay to the Agency as and by way of liquidated damages for any loss or damages sustained by the Agency resulting from delay during the period from the Completion Date to the date on which the successful tenderer provides Goods Ready for Use the sum of 0.05% of the Price for each day or part of the day of such delay up to a total maximum of 20% of the Price. Subject to the provisions of clause 14.3 below, the payment of such sums shall be in full satisfaction of the successful tenderer's liability for such delay. The payment of liquidated damages shall not relieve the successful tenderer from its obligation to provide the Hardware, Peripherals and Software which are Ready for Use or from any other liability or obligation under this Contract.
- 14.3 If the successful tenderer shall fail to provide the Goods Ready for Use within 60 days after the Completion Date then notwithstanding anything else contained in this Contract the Agency shall be entitled to terminate this Contract forthwith on giving written notice to the successful tenderer and to recover from the successful tenderer the amount of all damages and loss suffered by the Agency resulting from such

failure. Upon such termination the successful tenderer shall (without prejudice to the Agency's right to recover the amount of such damages and loss as aforesaid) forthwith refund to the Agency all moneys previously paid to the successful tenderer under this Contract. Upon such termination the risk in the Goods shall forthwith pass to the successful tenderer.

15. Restriction on Contract Transfer or Sharing

The following parts of the delivered service by contractor which covered in the contract are restricted to share or outsource to third party and must carry out by contractor's employee with their team profile submitted together with the proposal.

- (a) Installation of Operating System and Application Software
- (b) On site installation and setup service

16. Change of Product Model

For any reasons, if the said Goods cannot be offered, tenderer needs to supply Goods of the same brand with equivalent features and functions (lower specification model will not be accepted) with the same quoted price must be provided as substitution within mutually agreed period to the Agency while the model stated in Tender Part III is stopped production or phrased out., otherwise the Agency reserves the right to terminate this contract without compensation to Tenderer.

17. Price Adjustment

- 18.1 Tenderers are requested to submit firm offers for the duration of the contract. If it is their intention to include a price variation clause, a formula applicable for subsequent price adjustment should be provided with detailed explanatory note of the terms and constituent elements for consideration.
- 18.2 Contractor needs to propose an effective mechanism in details on price adjustment while the situation written in Point 17 is encountered.

18. Payment

Tenderers accept Purchase Card as payment method will be put into consideration as an advantage.

PART VII
OFFER TO BE BOUND

1. It is acknowledged that I/We, the undersigned/the limited company hereunder mentioned do thereby agree to supply all or any portion of the Goods specified in the Schedule which may, during the period or period specified in the Schedule hereto be ordered by the Agency at the prices quoted in the Schedule free of all other charges subject to and in accordance with the Terms of Tender, the General Conditions of Contract and (if any) the Special Conditions of Contract.
2. I/We, for myself/ourselves and the firm and partners therein/limited company hereunder mentioned hereby warrant that the sale and/or supply of the Goods or any of them by me/us/the said firm/limited company will not infringe any patent in respect thereof registered under the Registration of United Kingdom Patents Ordinance (Chapter 42).
3. I/We enclose the copy of my/our/the Company's Business Registration and also certify that the particulars given by me/us below, are correct

1. The number of my/our/the Company's Business Registration Certificate is

2. The date of expiry of my/our/the Company's Business Registration Certificate is

4. I am the Secretary/Managing Director of the limited company hereinafter mentioned and duly authorized to bind the said Company by my signature.

I am a partner/We are partners in the firm hereinafter mentioned and duly authorized to bind the said firm and the partners therein for the time being

5. This tender is submitted with the authority and on behalf of

Company Limited whose registered office is situated at

.....

- or -

This tender is submitted on behalf of myself/ourselves and the firm known as

or

6. In the event of any queries relating to our offer please contact
Tel No.

7. Name(s) and address(es) of person(s) signing

.....of

.....of

Signatures

Dated thisday of201

Note : (1) All the particulars required above must be completed.

(2) Strike out clearly alternative which are not applicable.

Part VIII
MEMORANDUM OF ACCEPTANCE

On behalf of ELCHK, Social Service Head Office I

.....

(Name and position held by officer)

accept your offer in accordance with the Terms of Tender and Conditions of Contract attached hereto for the following item(s)

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

Dated thisday of201.....

Signed for and on behalf of
ELCHK, Social Service Head Office

In the presence of

.....

.....

Appendix 1

Technical Specification

Information contained in this document must keep confidential for security reasons.

All rights are reserved. Without the prior consent of the Agency, no part of this document may be photocopied, reproduced or translated into any form.

Appendix 1 Standard of Desktop & Notebook Computer Setup

1.1 Labeling of delivered computer

The Agency will provide contractor a set of label. Before the computer delivered to the site, the label must be stuck on the designate place of the computer and keyboard. On the top of the Microsoft Operating System license, transparency cover must be stuck for protection.

<< · · 使用者注意事項 · · >>

1. 為保持系統運作暢順;切勿存檔於 C:磁碟機內
2. 資料必須儲存於 NAS 或 D:磁碟機內
3. 資料必須定期備份到其他儲存裝置
4. 切勿自行安裝任何軟件或驅動程式

* 詳細資料請參閱「經總處購買的電腦-注意事項」

1.2 Pre-installed software

Software is requested to pre-install into the computer before delivered to centres. For those licensed application such as Microsoft Office, Symantec. Cloud End Point Protection and so on, the Agency will provided license key. The provided key is solely restricted for the Agency's computer installation. Besides, some shareware/freeware is requested to provide pre-installation. If exact version of software is specified by the Agency, the exact version must be installed and can not be replaced by another version without the consent of the Agency. The pre-installed software should contain, but not limited to, the following items:-

1. Microsoft Office Professional Latest Version (完整安裝)
2. Sun Java Plug-in (1.5 & 1.8.25 版本)
3. Adobe Reader (中文; Latest Version)
4. CDBurnerXP 中文 Latest Version (<https://cdburnerxp.se/en/download>)
5. 7-Zip Latest Version (<http://www.7-zip.org/>)
6. Nitro PDF Reader Free Version (<http://www.nitroreader.com>)
7. Flash Player (Latest Version)
8. K-Lite Mega Codec Pack 中文; Latest Version (<http://www.free-codecs.com>)
9. Symantec.Cloud End Point Protection
10. Mozilla Firefox (Latest Version)
11. Google Chrome (Latest Version)
12. AOMEI One Key Recovery

1.3 Delivery and on-site installation

According to the consented schedule, computers are delivered to the site for on site installation. The Agency will ready the network connection facilities such as network cable and source of power supply for the computer setup process. After the setup complete, the existing network resources (such as Network printer, NAS and so on) and Internet resource must be available for access. The Agency will try to provide installation disk or hardware driver of the relevant peripherals (such as Network Printer), if not, driver will be needed to download for the Agency in the setup process.

1.4 Acceptance Test and Acknowledgment

After the setup complete, the delivered system will be tested together with the Agency representative. If contractor without provided acceptable reason and reach consensus with agency, the delivered computer will only be accepted and considered be successfully installed and function normally after the all tests pass. Contractor is requested to signature a provided statement on the acknowledgement of setup is completely according to the guideline of the Agency.

Appendix 2 Desktop & Notebook Computer Setup Procedure

2.1 Desktop & Notebook Computer Setup

The Agency will provide a setup guideline (Approximate 12 or more procedures with hundred steps included). It must be strictly followed and a check list needed to be signature as the acknowledgement of the completion.

Setup Procedure Summary

- | | |
|----|------------------------|
| 1 | Windows 安裝 |
| 2 | 驅動程式安裝 |
| 3 | 更改工作群組 |
| 4 | Windows 設定 |
| 5 | 安裝軟件 |
| 6 | Windows 自動更新 |
| 7 | 隱私權設定 |
| 8 | 系統設定 |
| 9 | 其他設定 |
| 10 | 變更磁碟機代號及格式化 |
| 11 | AOMEI One Key Recovery |
| 12 | 硬件登記 |