



廉政公署

INDEPENDENT COMMISSION AGAINST CORRUPTION

ICAC

Tel. : 2826 3152

Fax. : 3105 0256

Ref.:( 34 ) in ICAC/TG2/2024

22 November 2024

To : Consulates and Trade Commissioner

[By Registered Post]

Dear Sir/Madam,

**Tender Ref. ICAC/TG2/2024**

**Supply of Office Automation Software**

**to the Independent Commission Against Corruption**

**Tender Closing on 6 January 2025 at 12:00 noon (Hong Kong Time)**

A tender invitation for the above goods has been issued. I should be grateful if you would notify suppliers who in your opinion are interested in submitting a bid for our requirements.

Should the suppliers wish to participate in this tender, they may contact Mr. Jack TSE at (852) 2826 3152 or by fax at (852) 3105 0256 to obtain the necessary tender documents so as to avoid delay.

Yours faithfully,

(Jack TSE)

for Commissioner,

Independent Commission Against Corruption

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
INDEPENDENT COMMISSION AGAINST CORRUPTION  
TENDER FOR THE SUPPLY OF GOODS**

Tender Ref. : ICAC/TG2/2024

**TENDER FORM**

Contract No. : \_\_\_\_\_

**LODGING OF TENDER**

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked "Tender for Supply of Office Automation Software to the Independent Commission Against Corruption

and addressed to the Chairman, Tender Opening Committee, Government Logistics Department,

must be deposited in the Government Logistics Department

Tender Box situated on Ground Floor, North Point Government Offices,

333 Java Road, North Point, Hong Kong

before 12:00 noon (time) on 6 January 2025 (date) (Hong Kong time). Late Tenders will not be accepted.

**INTERPRETATION**

**PART 1 — TERMS OF TENDER**

**PART 2 — GENERAL CONDITIONS OF CONTRACT**

The Interpretation, the Terms of Tender and the General Conditions of Contract forming part of the Standard Terms and Conditions are available for viewing and downloading from the following website:

- <https://pcms2.gld.gov.hk/iprod/##/ssm10701>

Copies of the above-mentioned documents can also be obtained from the following:

Procurement Division, Government Logistics Department  
9/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong  
(Internet Homepage - <https://www.gld.gov.hk>)

**PART 3 — SPECIAL CONDITIONS OF CONTRACT**

Attached to this Tender Form.

**PART 3A — TECHNICAL SPECIFICATIONS**

Attached to this Tender Form.

**PART 3B — SCHEDULES AND ANNEXES**

Annex A to the Terms of Tender  
The Appendix – Contact Details  
The Price Schedule  
The Particulars of Goods Schedule  
The Compliance Schedule  
The Completeness Check Schedule  
The Information Schedule  
The Innovative Suggestion Schedule  
The Non-collusive Tendering Certificate

Attached to this Tender Form (if any).

**PART 3C — OTHER TENDER DOCUMENTS**

The Interpretation (Supplement)  
The Terms of Tender (Supplement)  
Annex A to the Terms of Tender (Supplement)

Attached to this Tender Form (if any).

Dated this 22 day of November 20 24

LAU Chi-ho

Government Representative

**PART 4 — OFFER TO BE BOUND  
(PLEASE SIGN AND SUBMIT THIS PART 4  
WITHOUT CHANGING THE ORIGINAL TEXT)**

1. Having read the Tender Documents, I/we, the Tenderer mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
  
2. I/We, the Tenderer mentioned below, do hereby agree to supply all and any of the Goods at the one-time unit prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.
  
3. (Applicable only where the Terms of Tender (Supplement) of the Tender Documents require the submission of price quotation for Maintenance Services but not otherwise), I/we, the Tenderer mentioned below, do hereby agree to provide the Maintenance Services at the annual unit prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Documents.

# Signed by the Tenderer/Signed by an authorised signatory for and on behalf of the Tenderer :

\_\_\_\_\_

Name of the Tenderer :

\_\_\_\_\_

# Name and title of the authorised signatory (where applicable) :

\_\_\_\_\_

Date :

\_\_\_\_\_

Notes:

- (i) For Paper-based Tendering, the Offer to be Bound to be submitted shall be Part 4 of this Tender Form or a printed copy from a softcopy of Part 4 of this Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of this Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will **not be considered further**.
  
- (ii) For Paper-based Tendering, this Part 4 – Offer to be Bound shall be signed (containing an original signature) and submitted in the Tender before the Tender Closing Time. This signed Part 4 – Offer to be Bound to be submitted must not be a photocopy of the original, otherwise, **the Tender will not be considered further**.
  
- (iii) In compliance with the restriction set out in Paragraph 14.1(b) of the Terms of Tender, the Tenderer shall not make any alteration to the original text set out in this Part 4 – Offer to be Bound, otherwise **the Tender will not be considered further**. Deleting inapplicable word “I/we” or “me/us” or the alternative wording denoted by # above is however not to be treated as an alteration.

Tender Ref.: ICAC/TG2/2024

**PART 5  
MEMORANDUM OF ACCEPTANCE**

On behalf of the Government of the Hong Kong Special Administrative Region,

I \_\_\_\_\_  
(name and position of officer)

accept your Tender for the Contract relating to the following Item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed by the said \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **NOTE TO TENDERERS**

**(to be included in tender documents for tenders covered by WTO GPA)  
(SPR 345(c))**

This tender is covered by the Agreement on Government Procurement of the World Trade Organization (WTO GPA) and the provisions of the WTO GPA will apply to this tender. Tenderers are requested to note that a Review Body on Bid Challenges (under WTO GPA) ("the Review Body") has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body ("the Rules"), which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department or which may be sent to the interested parties upon request. In the event that a tenderer believes that a breach of the WTO GPA has occurred, the supplier may, within ten working days after he/she knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.

Tenderers should note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known.

## Interpretation (Supplement)

1.1. **References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).** The following definitions shall replace the original definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (September 2024)):

<b><u>Terms</u></b>	<b><u>Definitions</u></b>
“Contract Period”	has the meaning given to it in Clause 1.1 of the General Conditions of Contract (as amended by Clause 1.1 of the Special Conditions of Contract);
“Deadline Delivery Date”	has the meaning given to it in Clause 6.5 of the General Conditions of Contract (as amended by Clause 5.2 of the Special Conditions of Contract);
“Inspections”	has the meaning given to it in Clause 8 of the General Conditions of Contract.
“Item”	means Item S1 specified in Table 1 under Part A of the Price Schedule.
“Locations”	means the office of ICAC located within the Hong Kong territory as specified in an Order. The details of locations are stated in Section I(C) of the Technical Specifications.
“Mandatory Features”	has the meaning given to it in Section II – Requirements of the Goods of Technical Specifications;
“Marking Scheme”	means the scheme as appended as Annex A to the Terms of Tender which collectively contain those procedures requirements and Assessment Criteria for the evaluation of the Technical Proposal and Price Proposal separately;
“Permissible Currency”	means the USD, the lawful currency of the United States of America;
“Procuring Department”	means the Independent Commission Against Corruption of Hong Kong (“ICAC”);

1.2. The following new definitions shall be added to the definitions appearing in the Interpretation Section of the Standard Terms and Conditions (Ref. No. BD-TERMS-1 (September 2024)):

<b><u>Terms</u></b>	<b><u>Definitions</u></b>
“Assessment Criteria”	means the assessment criteria set out in Stage III of the tender assessment procedures in the Marking Scheme; and “Assessment Criterion” shall be construed accordingly;
“Bundled Software”	means software or any other program(s) which is required to be installed on or accompanied with the software in accordance with the Technical Specifications or otherwise to be provided to ensure that the software or any part thereof can be operated;

“Delayed Goods”	has the meaning given to it in Clause 10.9 of the General Conditions of Contract;
“Desirable Requirements”	has the meaning given to it in Section III – Desirable Requirements of Technical Specifications;
“Existing Hardware”	means the existing equipment together with any of their additions or replacement which are used by the Government and which are supplied other than this Contract. The details of existing hardware are stated in Section II of the Technical Specifications;
“Existing Software”	means the existing software which is owned by the Government or used by the Government under licence and which is supplied other than this Contract. The details of existing software are stated in Section II of the Technical Specifications;
“ESG Proposal”	means a proposed measure or arrangement that will improve environmental protection, sustainability or social responsibility or governance which may but need not be directly relevant to the procurement covered by this Invitation to Tender, but which can bring about positive value(s) and/or benefit(s) to the Government or the public at large;
“F.I.S.”	has the meaning given to it in Paragraph 5.1 of the Terms of Tender;
“Hotline Support Services”	has the meaning given to it in Section III – Desirable Requirements of Technical Specifications;
“Implementation Plan” or “Implementation Timetable”	has the meaning given to it in Clause B of Section I of Technical Specifications;
“Innovative Suggestion”	means a Pro-innovation Proposal or an ESG Proposal.
“Innovative Suggestion Schedule”	means a schedule attached to the Tender Form for completion of the Innovative Suggestions to be offered by the Tenderer;
“Licences”	has the meaning given to it in Clause 21.5 of the General Conditions of Contract;
“Pro-innovation Proposal”	means a proposal that adopts any one or more of the following: technological means / arrangements / work process / solutions / equipment that can enhance efficiency, effectiveness and productivity of the Goods;
“Tender Validity Period”	has the meaning given to it in Paragraph 4.2 of the Terms of Tender;

1.3. Throughout the Contract, all references to the “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these respective documents as appearing in the Standard Terms and Conditions (BD-TERMS-1 (September 2024)).

1.4. The following parts of the Standard Terms and Conditions (BD-TERMS-1 (September 2024)) shall not apply:

- (i) Appendix to the Terms of Tender; and all references thereto throughout the Tender Documents shall be deemed to refer to Appendix to Part 3B of the Tender Documents;
- (ii) Part I and Part II of Annex A to the Terms of Tender; and all references thereto throughout the Tender Documents shall be deemed to refer to Part I and Part II of Annex A to Part 3B of the Tender Form respectively;
- (iii) Annex B to the Terms of Tender; and all references thereto throughout the Tender Documents shall be deemed to refer to Annex B to Part 3B of the Tender Form;
- (iv) Sample Price Schedule; and all references thereto throughout the Tender Documents shall be deemed to refer to Price Proposal (Price Schedule) of the Tender Form;
- (v) Sample Information Schedule; and all references thereto throughout the Tender Documents shall be deemed to refer to Technical Proposal (Information Schedule) of the Tender Form;
- (vi) Sample Non-collusive Tendering Certificate; and all references thereto throughout the Tender Documents shall be deemed to refer to Non-collusive Tendering Certificate of the Tender Form; and
- (vii) Sample Completeness Check Schedule; and all references thereto throughout the Tender Documents shall be deemed to refer to Technical Proposal (Completeness Check Schedule) of the Tender Form.

1.5. Paragraph 1.2 (v) & (w) of the Interpretation and all references thereto throughout the Tender Documents shall be deleted in entirety.

-End-



### **Terms of Tender (Supplement)**

References to “**Interpretation**”, “**Terms of Tender**” and “**General Conditions of Contract**” shall mean these documents in BD-TERMS-1 (September 2024).

#### **1. Invitation to Tender**

- 1.1. The acceptance of offer will be considered on an “**overall**” basis. The Tenderer must bid for all Items specified in Table 1 under Part A of the Price Schedule. Otherwise, its Tender will **not** be considered.
- 1.2. Each legal entity is allowed to submit only one (1) Tender. Joint submission is not allowed. If an entity submits two (2) or more Tenders, or a Tender is jointly submitted by two (2) or more entities or by an unincorporated association, all such Tenders will **not** be considered.
- 1.3. Paragraph 1.1 of the Terms of Tender shall be replaced with the following:

“Tenders are invited to supply to the ICAC for and on behalf of the Government the Items (software) specifications of which are described in the Technical Specifications”.

#### **2. Tender Preparation and Submission**

- 2.1. Paragraphs 3.3(d) of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.
- 2.2. Paragraph 3.4 of the Terms of Tender shall be replaced with the following:

“Apart from the documents and information mentioned in Paragraph 3.3 of the Terms of Tender (as amended by Paragraph 2.1 of the Terms of Tender (Supplement)), a Tenderer shall submit the following documents and information and all other information / supporting documents requested in the Tender Documents, before the Tender Closing Time, or upon subsequent request of the Government after the Tender Closing Time (if any). Otherwise, its Tender will **not** be considered further:

- (a) information required in the Particulars of Goods Schedule which is not identified as “essential information”;
- (b) the information and documentary evidence required in the Compliance Schedule and Information Schedule (excluding the information required in Table D of the Information Schedule which shall be submitted before the Tender Closing Time);
- (c) complete product information which is necessary for tender evaluation;
- (d) the information and document required by Paragraph 10.1(j) of the Terms of Tender;
- (e) the contact details of the Tenderer and the Process Agent (if applicable) required in parts (3) and (4) respectively in the Appendix to the Terms of Tender (see Paragraph 18.1 of the Terms of Tender); and

Tender Ref.: ICAC/TG2/2024

(f) (applicable to Paper-based Tendering only) the Non-collusive Tendering Certificate signed by the Tenderer.”

2.3. The two-envelope system shall be adopted in this Invitation to Tender. Regardless of whether Paper-based Tendering or Electronic Tendering is used, the Tenderer shall submit its Tender in two (2) separate proposals, one as the Technical Proposal and another as the Price Proposal.

2.4. Tender submission under two-envelope system

(a) Paper-based Tendering

If this method is used, the **Technical Proposal** and the **Price Proposal** shall be placed inside **two (2) separate envelopes** clearly marked as specified below respectively:

(i) “Technical Proposal (Tender Ref.: ICAC/TG2/2024 - Tender for the Supply of Office Automation Software to the Independent Commission Against Corruption”); and

(ii) “Price Proposal (Tender Ref.: ICAC/TG2/2024 - Tender for the Supply of Office Automation Software to the Independent Commission Against Corruption”.

The two (2) envelopes shall then be placed together inside one (1) large envelope, addressed, sealed and submitted as specified in Paragraph 3.11(a)(i) of the Terms of Tender.

(b) Electronic Tendering

If this method is used, the Tenderer shall submit the **Technical Proposal** and the **Price Proposal** as **separate attachment files**, using the file names as set out under Paragraphs 2.4(b)(i) and (ii) below, in accordance with the manner specified in Paragraphs 3.11(a)(ii) and 3.13 of the Terms of Tender:

(i) Technical Proposal - A Tenderer may use “**technical**” as file name or other file names except “**envelope2**”; and

(ii) Price Proposal - The name of the file **must be “envelope2”**.

2.5. References to Paragraph 3.3(a)(ii), (b) or (c) of the Terms of Tender in Paragraphs 3.10(b)(ii) and 3.11(a)(ii) of the Terms of Tender shall be read as referencing to Paragraphs 3.3(a)[(ii), (b) and (c)] of the Terms of Tender (as amended by Paragraph 2.1 above).

2.6. Paragraph 3 of the Terms of Tender shall be read subject to this Paragraph 2.

### 3. Tenders to Remain Open

Paragraph 4.2 of the Terms of Tender shall be replaced by the following:

“It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for a period of **one hundred and twenty (120) days** after the Tender Closing Date (“Tender Validity Period”).”

#### **4. Prices**

4.1. A Tender imposing an additional service charge for delivery to any particular Location will result in the Tender **not** being considered further.

4.2. Paragraph 5.9 shall be replaced by the following:

“If the prices are quoted in the Permissible Currency, payment to the successful Tenderer shall be made in Hong Kong dollars unless otherwise specified by the successful Tenderer and agreed by the Government. The conversion rate applicable for determining the amount of Hong Kong dollars payable shall be based on the official opening selling rate quoted by The Hongkong and Shanghai Banking Corporation Limited ruling on the date of payment by the Government.”

4.3. Paragraph 5 of the Terms of Tender shall be read subject to this Paragraph 4.

#### **5. Particulars of Goods**

Samples of the Goods offered are not required and Paragraph 6.3 of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.

#### **6. A Point-by-point Statement of Compliance in the Technical Specifications**

6.1. A point-by-point statement of compliance in the Technical Specifications is not required.

6.2. Paragraph 7.2 of the Terms of Tender shall be read subject to this Paragraph 6.

#### **7. Delivery Schedule**

7.1. Paragraphs 8.1 to 8.3 of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.

#### **8. Company/Business Organisation Status**

8.1. The legal opinion as referred to in Paragraph 10.2 of the Terms of Tender may not be required if the Tenderer has been awarded with a contract from GLD or ICAC any time within twelve (12) months prior to this Invitation to Tender and a legal opinion was provided for such contract.

8.2. Paragraph 10.1(1) of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.

8.3. Paragraph 10 of the Terms of Tender shall be read subject to this Paragraph 8.

#### **9. Sub-contractor**

9.1. If a sub-contractor is to be appointed by the Tenderer for performing the contractual obligations,  
Terms of Tender (Supplement)

the Tenderer shall submit in Table B of the Information Schedule the contact details of the sub-contractor. If no information is provided, it will be assumed that the Tenderer will itself perform the contractual obligations and no sub-contractor will be appointed.

- 9.2. The sub-contractor's undertaking is not required.
- 9.3. Paragraphs 12.4 and 12.5 of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.
- 9.4. Paragraph 12 of the Terms of Tender shall be read subject to this Paragraph 9.

## 10. Counter-proposals

Paragraph 14.1(c) of the Terms of Tender and all references thereto throughout the Tender Documents shall be deleted in entirety.

## 11. Tenderer's Enquiries

11.1. Paragraph 17.1 of the Terms of Tender shall be replaced by the following:

“(a) Notwithstanding anything in the Terms of Tender, any enquiries from a prospective Tenderer concerning these Tender Documents (other than matters concerning Technical Specifications) up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the ICAC [Attn: Supplies Officer 2] no later than three (3) working days before the Tender Closing Date in one of the following ways:

(iii) by facsimile to (852) 3105 0256; or

(iv) by mail to 2/F, ICAC Building, 303 Java Road, North Point, Hong Kong.

(b) Any enquiries from a prospective Tenderer relating to the Technical Specifications up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the ICAC [Attn.: Chief Investigator / K1], no later than three (3) working days before the Tender Closing Date in one of the following ways:

(i) by facsimile to (852) 2536 9425; or

(ii) by mail to 13/F, ICAC Building, 303 Java Road, North Point, Hong Kong.”

## 12. Award of Contract and Acceptance

12.1. Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Documents, the evaluation of a Tender will be conducted in accordance with the tender evaluation procedures, Assessment Criteria and Marking Scheme as set out at **Annex (Tender Evaluation Procedures, Assessment Criteria and Marking Scheme) to the Terms of Tender (Supplement)**.

12.2. Paragraph 22.1 shall be replaced by the following:

“A Tender shall not be regarded to have been accepted by the Government unless the Government issues to the successful Tenderer an acceptance in writing (“Tender Acceptance”) and send it either by post or facsimile transmission to the successful Tenderer’s address or facsimile number (as the case may be) specified in the Appendix to the Terms of Tender. A binding Contract between the Government and the successful Tenderer is only constituted on the Date of Tender Acceptance.”

### 13. Desirable Requirements

A Tenderer shall indicate in **Table D of the Information Schedule** whether the Goods are in compliance with the Desirable Requirements as specified in Section III of the Technical Specifications for the technical assessment under Stage III of the tender evaluation set out at Annex (Tender Evaluation Procedures, Criteria and Marking Scheme) to the Terms of Tender (Supplement) **before the Tender Closing Time.**

### 14. Acceptance of Innovative Suggestion(s)

- 14.1. A Tenderer shall submit the details of its Innovative Suggestion(s) in **Tables A and B of the Innovative Suggestion Schedule before the Tender Closing Time.**
- 14.2. The Government may, at its absolute discretion, accept one (1) or more of the Innovative Suggestion(s) submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestion(s) shall form an integral part of the Contract.
- 14.3. The Government may accept the Innovative Suggestion(s) submitted by the successful Tenderer in its Tender, subject to the results of negotiations if any, between the Tenderer and the Government.

-End-

**Annex A (Tender Evaluation Procedures, Assessment Criteria and Marking Scheme)  
to the Terms of Tender (Supplement)**

**Part A - Tender Evaluation Criteria**

1. A two (2)-envelope approach with a technical to price weighting of **50:50** will be adopted for tender evaluation whereby price assessment will be conducted separately from and subsequent to technical assessment. Without prejudice to other provisions in the Tender Documents under which a Tender will or not be considered further, Tenders received will be evaluated in the following manner.

**Stage I – Completeness Check**

2. Tenders will be checked to ensure the completeness of the tender submissions as measured against the listed items as set out in Paragraph 3.3 of the Terms of Tender (BD-TERMS-1 (September 2024)) (as amended by Paragraph 2.1 of the Terms of Tender (Supplement)). **A Tenderer who fails to submit all or any of these listed items before the Tender Closing Time will lead to its Tender not being considered further.** Tenders which have passed this Stage I assessment will proceed to Stage II assessment.

**Stage II – Assessment of Compliance with Essential Requirements**

3. Tenders which have passed Stage I assessment will be checked to ensure their compliance with the essential requirements as set out in the Tender Documents. **A Tender which fails to meet any of the essential requirements will not be considered further.** Tenders which have passed this Stage II assessment will proceed to Stage III assessment.

**Stage III – Technical Assessment**

4. Tenders which have passed Stages I and II assessment will be evaluated according to the Assessment Criteria.

Assessment Criteria		Maximum marks
<b>(A) Technical aspect</b>		
(A1)	Operational aspects	80
(A2)	Innovative Suggestions	
(a)	Pro-innovation Proposals – directly relevant to the procurement	15
(b)	ESG Proposals – measures to improve environmental protection, sustainability or governance or social responsibility which may but need not be directly relevant to the procurement	5
<b>Total Technical Marks</b>		<b>100</b>

5. A maximum weighted technical score of **50** will be allocated to the Tender attaining the highest total technical mark. The weighted technical scores of the Technical Proposals of other Tenders which have passed Stages I and II assessment will be calculated in accordance with the following formula:

$$\text{Weighted Technical Score of a Tender} = 50 \times \frac{\text{Total technical mark attained by the Tender being assessed}}{\text{Highest total technical Mark among all Tenders that have passed Stages I and II assessment}}$$

#### Stage IV – Price Assessment

6. The Price Proposals of the Tenders which have passed Stages I and II assessment, and completed Stage III assessment will proceed to this Stage IV assessment. **A Tenderer who fails to submit the Price Proposal before the Tender Closing Time, and/or with incomplete or partial quotation for the Item in Part A of the Price Schedule, and/or any of the Item quoted in a currency other than Hong Kong / Permissible Currency in Part A of the Price Schedule will not be considered further.**

7. A maximum weighted price score of **50** will be allocated to Price Proposal with the lowest Total Estimated Goods Price. The weighted price scores of the Price Proposals of other Tenders which have passed Stages I and II assessment and completed Stage III assessment will be calculated in accordance with the following formula:

$$\text{Weighted Price Score of a Tender} = 50 \times \frac{\text{Lowest Total Estimated Goods Price among all Tenders being assessed that have passed Stages I to III assessment}}{\text{Total Estimated Goods Price of the Tender being assessed}}$$

#### Stage V – Calculation of Combined Score

8. The combined score of each of the Tenders that have completed Stages III and IV assessment will be calculated as follows:

$$\text{Combined Score of a Tender} = \text{Weighted Technical Score of a Tender} + \text{Weighted Price Score of a Tender}$$

(Note: All figures of the weighted technical scores, weighted price scores and combined scores in Stages III to V assessment will be rounded to the nearest two (2) decimal places. Figures with the values at the third decimal place larger than or equal to 0.005 will be rounded up by adding 0.01 to the figures and curtailing the third decimal place onward whereas figures with the values at the third decimal place below 0.005 will be rounded down by curtailing the third decimal place onward without changing the values at the second decimal place.)

9. Where there is more than one (1) conforming Tender attaining the same highest combined score in accordance with the tender evaluation procedures as set out at this Annex, preference will be given to the Tender with the highest/higher weighted technical score.

10. Subject to Paragraph 9 above, a Tenderer whose Tender has attained the highest combined score and who is considered by the Government to be capable of undertaking the Contract will normally be awarded the Contract.

**Part B - Marking Guidelines**

Assessment Criteria	Maximum marks	Guidelines to Tenderers for attaining marks in technical assessment
A. Technical aspects	100	
<b>A1. Operational aspects</b>		
<p>(a) With three (3) months of Hotline Support Services after the delivery date of the Goods as specified in Section II of the Technical Specifications</p> <p>The response time of the hotline support services is preferable to be less than or equal to four (4) hours upon receipt of a phone call.</p> <p>(Section III – Desirable Requirements of the Technical Specifications)</p> <p><i>(Please see Note 1)</i></p>	80	<p>Marks will be given to a Tender as follows:</p> <p>80 marks – Response time less than or equal to one (1) hour</p> <p>60 marks – One (1) hour &lt; response time ≤ two (2) hours</p> <p>40 marks – Two (2) hours &lt; response time ≤ three (3) hours</p> <p>20 marks – Three (3) hours &lt; response time ≤ four (4) hours</p> <p>0 mark – Response time more than four (4) hours or no hotline support services</p>



Assessment Criteria	Maximum marks	Guidelines to Tenderers for attaining marks in technical assessment
Assessment Criteria	Maximum marks	Guidelines to Tenderers for attaining marks in technical assessment
<b>A2. Innovative Suggestions</b>		
<p>(a) Pro-innovation Proposals</p> <p>Tenderers are encouraged to include effective and practicable Pro-innovation Proposals which are directly relevant to the procurement and would bring improvement/benefit to the Government for the technical aspect of the equipment under procurement. The contributions should be visible, and preferably be quantifiable and measurable.</p> <p>Tenderers may propose Pro-innovation Proposals involving application/adoption of new technology/inventions and/or innovative application of existing/matured technology that may enhance the procurement while contributing to the development of “Smart City” and innovation and technology development. Pro-innovation Proposals may not necessarily be technology-related.</p> <p>For the context requirements of the Pro-innovation Proposals, please refer to Table A of the Innovative Suggestion Schedule.</p> <p><i>(Please see Note 2)</i></p>	15	<p>Marks will be given to effective and practicable Pro-innovation Proposals of a tenderer’s proposed equipment, which should bring all or some or any one of the improvements/benefits in terms of the following:</p> <ul style="list-style-type: none"> <li>(i) saving of manpower resources;</li> <li>(ii) higher operational efficiency / performance reliability;</li> <li>(iii) high security standard;</li> <li>(iv) economical use of resources</li> <li>(v) better durability of the equipment;</li> <li>(vi) improved or greater flexibility to adapt to operational changes;</li> <li>(vii) enhanced compatibility with other equipment; or</li> <li>(viii) easier maintenance, etc.</li> </ul> <p>according to the scale as follows:</p> <p>15 marks - More than two (2) effective and practicable Pro-innovation Proposals</p> <p>10 marks - Two (2) effective and practicable Pro-innovation Proposals</p> <p>5 marks - One (1) effective and practicable Pro-innovation Proposal</p> <p>0 mark - Does not contain any effective and practicable Pro-innovation Proposal</p>
<p>(b) ESG Proposals</p> <p>Tenderers are encouraged to propose ESG Proposals that will improve environmental protection, sustainability or governance or social</p>	5	<p>Marks will be given to effective and practicable ESG proposals which contribute to all or some or any one of the following positive values/benefits:</p> <ul style="list-style-type: none"> <li>(i) environmental protection (e.g. reduction in energy consumption, use of renewable energy, such as solar energy,</li> </ul>

Assessment Criteria	Maximum marks	Guidelines to Tenderers for attaining marks in technical assessment
<p>responsibility in the execution of the contract throughout the Contract Period, which may but need not be directly relevant to the procurement, but would bring about positive values/benefits to the Government, or the public at large.</p> <p>For the context requirements of the ESG Proposals, please refer to Table B of the Innovative Suggestion Schedule.</p> <p><i>(Please see Note 2)</i></p>		<p>in the execution of the contract, etc.);</p> <p>(ii) social responsibility (e.g. employment of people with disabilities and/or rehabilitated persons for the contract, etc.); and/or</p> <p>(iii) governance.</p> <p>according to the scale as follows:</p> <p>5 marks - More than one (1) effective and practicable ESG Proposals</p> <p>2.5 marks - One (1) effective and practicable ESG Proposal</p> <p>0 mark - Does not contain any effective and practicable ESG Proposal</p>

### Notes

1. For Assessment Criteria A1, the assessment will be based on the information provided by the Tenderer in **Table D of the Information Schedule before the Tender Closing Time. Otherwise, no mark will be given.**
2. For the Assessment Criterion A2, the assessment of the Pro-innovation Proposals/ESG Proposals will be based on the information provided by the Tenderers in **Tables A & B of the Innovative Suggestion Schedule.** A Tenderer shall provide the information for each Pro-innovation Proposal/ESG Proposal and explain clearly what improvements/benefits/positive values these proposed Pro-innovation Proposal(s)/ ESG Proposal(s) can bring about in the specified areas in **Tables A & B of the Innovative Suggestion Schedule** before the Tender Closing Time to facilitate tender evaluation. If the proposed Pro-innovation Proposal/ESG Proposal is a kind of equipment/tool/facility, a Tenderer should provide substantial information, for example, the number provided and the mode of operation in the Contract and the expected result. If the proposed Pro-innovation Proposal/ESG Proposal is a kind of measure/scheme, a Tenderer should provide substantial information, for example, the coverage, content and the method on how to implement the Pro-innovation Proposals/ESG Proposals in the Contract, and the expected result, etc. **no mark will be given for the corresponding Assessment Criterion.**
  - (a) Any proposed Pro-innovation Proposal/ESG Proposal which relates to any aspect(s) that **has already been included in the Technical Specifications or the requirements of the Contract; or has already scored marks under other Assessment Criteria will not be considered under this Assessment Criteria A2(a) and A2(b).** The Government may, at its absolute discretion, accept one (1) or more of the Pro-innovation Proposals/ESG

Proposals submitted by the successful Tenderer in its Tender. The Accepted Pro-innovation Proposal(s)/ESG Proposal(s) shall form an integral part of the Contract. Any failure to perform such Pro-innovation Proposals/ESG Proposals would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism on the handling of breach of contractual obligations e.g. claiming damages and/or termination of the contract.

- (b) A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a Tenderer specified the type of a suggestion under both Pro-innovation Proposals and ESG Proposals and the Tender Assessment Panel considers that the same suggestion could earn marks under Pro-innovation Proposals and ESG Proposals, it will be taken as scoring marks under Pro-innovation Proposals only. A Pro-innovation Proposal/ESG Proposal yielding benefits in more than one (1) area or more than one (1) item will be treated as one (1) Pro-innovation Proposal/ESG Proposal only.
- (c) A proposed Pro-innovation Proposal/ESG Proposal scoring marks must be considered effective and practicable from the Government's point of view. **Marks will not be given to any Pro-innovation Proposal/ESG Proposal which a Tenderer will neither be capable of nor be responsible for implementation.** The process of implementing the proposed Pro-innovation Proposal/ESG Proposal shall be able to be monitored and inspected without additional cost to the Government. The proposed Pro-innovation Proposal/ESG Proposal must not violate, or lead to violation of any laws or regulations; or infringe, or lead to infringement of the intellectual property rights of any party.

-End-

**APPENDIX TO THE TERMS OF TENDER - Contact Details**

(To be completed and returned together with the tender submission)

Notwithstanding anything in the Terms of Tender, any enquiries from a prospective Tenderer concerning these Tender Documents (other than matters concerning Technical Specifications) up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the ICAC [Attn: Supplies Officer 2] no later than three (3) working days before the Tender Closing Date in one of the following ways:

- (1) the Government  
(being the user department): Independent Commission Against  
Corruption
- Address: 2/F, ICAC Building, 303 Java Road,  
North Point, Hong Kong.
- Attn.: Supplies Officer 2
- Facsimile no.: (852) 3105 0256
- Email address: jswtse@icd.icac.org.hk

Any enquiries from a prospective Tenderer relating to the Technical Specifications up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the ICAC [Attn.: Chief Investigator / K1], no later than three (3) working days before the Tender Closing Date in one of the following ways:

- (2) the Receiving Officer
- Address: 13/F, ICAC Building, 303 Java Road,  
North Point, Hong Kong.
- Attn.: Chief Investigator / K1
- Facsimile Number: (852) 2536 9425
- Email Address: skycheng@ops.icac.org.hk

Tender Ref.: ICAC/TG2/2024

(3) the Tenderer/Contractor:

Address:

Attn.:

Telephone no.:

Facsimile no.:

Email address:

(4) Process agent (for a Tenderer/Contractor incorporated, formed or established outside Hong Kong without a place of business in Hong Kong):

Address:

Attn.:

Telephone no.:

Facsimile no.:

Email address:

### **Special Conditions of Contract**

References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).

#### **1. Contract Period**

1.1. Clause 1.1 of the General Conditions of Contract shall be replaced by the following:

“Subject to any provisions for earlier termination or extension of this Contract, this Contract shall be effective from the Date of Tender Acceptance and ending on the date when the Contractor has discharged all its obligations in relation to the Goods within a period of twelve (12) months from the Date of Tender Acceptance (“Contract Period”).”

1.2. Clause 1 of the General Conditions of Contract shall be read subject to this Clause 1.

#### **2. Warranties and Representations**

2.1. In addition and without prejudice to Clause 3.1 of the General Conditions of Contract, the Contractor hereby warrants, represents and undertakes that:

- (a) all the Goods shall be procured directly from the Manufacturer(s) or authorised distributor(s);
- (b) the Goods shall conform fully to all essential requirements and Desirable Requirements (where so specified by the Contractor in Table D of the Information Schedule and accepted by the Government) under the Overall Specifications and shall provide the facilities and functions set out in the Overall Specifications;
- (c) the Contractor has the right to sell the Goods and to grant the Licences to use all Bundled Software for the Goods; and that such items of the Goods are free from any third party claims, charges and encumbrances of whatsoever nature;
- (d) subject to Clause 2.1(e) below, the Goods and Deliverables shall be or shall consist of original works created, developed, made or supplied by or on behalf of the Contractor for the Government during the course of or in connection with this Contract;
- (e) prior to the use or incorporation of any works or materials in performing the Contract (including the provision of the Goods and Deliverables), if the Intellectual Property Rights subsisting in such works or materials belong to a third party, the Contractor shall have obtained from such third party Intellectual Property Rights owners the grant of all necessary licences for itself and the Government, its authorised users, assigns and successors-in-title to use such works and materials in the manner and for any of the purposes provided for or contemplated by this Contract, including without limitation (1) all obligations in relation to the supply, testing and installation of the Goods and the supply of Deliverables; and (2) the use of the Goods and Deliverables for any of the purposes provided for or contemplated in the Contract. The costs of the above licences shall be borne by the Contractor;

- (f) the provision of the Goods, Deliverables or any part thereof by the Contractor in performing this Contract, and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Goods, Deliverables or any part thereof for any of the purposes contemplated by this Contract do not and will not infringe any Intellectual Property Rights or any other rights of any person; and
- (g) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Contract does not and will not infringe any Intellectual Property Rights or any other rights of any person.

- 2.2. In Clause 3.6 of the General Conditions of Contract, the phrase “and Clauses 2.1(d) to 2.1(g) of the Special Conditions of Contract” shall be added after “Clause 21.1 of the General Conditions of Contract”.
- 2.3. In Clause 21.2 of the General Conditions of Contract, the phrase “and Clauses 2.1(d) to 2.1(g) of the Special Conditions of Contract” shall be added after “Clause 21.1 above”.
- 2.4. In Clause 22.1 of the General Conditions of Contract, the phrase “and Clauses 2.1(d) to 2.1(g) of the Special Conditions of Contract” shall be added after “Clause 21.1 of the General Conditions of Contract”.
- 2.5. Clauses 3, 21 and 22 of the General Conditions of Contract shall be read subject to this Clause 2.

### **3. Total Maximum and Minimum Quantities**

- 3.1. Clause 4.1 and 4.5 of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.
- 3.2. Clause 4.2 of the General Conditions of Contract shall be replaced by the following:  
  
“The Contractor agrees to sell and the Government agrees to purchase the quantity(ies) of the Item(s) specified in the Price Schedule on and subject to the provisions set out in the Contract including the caps specified in Clauses 4.3 and 4.4 below
- 3.3. Clause 4 of the General Conditions of Contract shall be read subject to this Clause 3.

### **4. Price Variation**

Clause 5 of the General Conditions of Contract shall be replaced with the following:

“The price quoted in the Price Schedule shall remain valid throughout the Contract Period and shall not be subject to any adjustment.”

### **5. Order and Delivery**

- 5.1. Clause 6.4 of the General Conditions of Contract shall be replaced by the followings:

“The Contractor shall deliver the quantities of Goods in Ready to Use condition pursuant to the Special Conditions of Contract

Implementation Plan set out in Clause B in Section I of Technical Specifications.”

- 5.2. Clause 6.5 of the General Conditions of Contract shall be replaced by the followings:

“The date by which a batch of Goods (a “batch of Goods”) is to be delivered and be Ready for Use at the Location shall be known as a “Deadline Delivery Date” for such batch of Goods. References to “each” or “any” or “all” batch(es) of Goods in the Contract shall mean that single one batch throughout the Contract.”

- 5.3. Clause 6.8 of the General Conditions of Contract shall be replaced by the followings:

“The Contractor shall upon delivery of a batch of Goods to the Location obtain a receipt from the Receiving Officer, but no such receipt shall constitute an acceptance by the Government of the batch of Goods, or an acceptance or acknowledgement by the Government of the condition, quantity or the nature of such Goods.”

- 5.4. Clauses 6.1, 6.2, 6.3 and 6.7 and 6.10 of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.

- 5.5. Clause 6 of the General Conditions of Contract shall be read subject to this Clause 5.

## **6. Licences**

- 6.1. In addition to those mentioned in Clause 3.1(c) and Clause 7.1 of the General Conditions of Contract, the Contractor shall grant or procure to be granted to the Government non-exclusive and perpetual Licences to use the software on and in conjunction with the Goods.

- 6.2. Clause 7 of the General Conditions of Contract shall be read together with this Clause 6.

## **7. Not used**

## **8. Acceptance**

- 8.1. For the avoidance of doubt, none of the Goods shall be deemed to have been accepted by the Government until and unless the Government has confirmed acceptance of the same by issuing an Acceptance Note.

- 8.2. Clause 9.2 of the General Conditions of Contract shall be replaced by the followings:

“(a) Upon the batch of Goods passing all Inspections and all Acceptance Tests (where stated to be applicable in the Contract); (b) upon the successful delivery of the Goods to the Location(s) in accordance with the Implementation Plan and all requirements of the Contract by the Deadline Delivery Date, the Government will issue an Acceptance Note in respect of that batch of Goods.”

- 8.3. Clauses 9.1(b) and 11.2 of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.



8.4. Clauses 9 of the General Conditions of Contract shall be read subject to this Clause 8.

## **9. Rejections**

- 9.1. If the Contractor fails to provide any Goods Ready for Use by the applicable Deadline Delivery Date, the Contractor shall pay the Government as and by way of liquidated damages and not as a penalty for any losses or damage sustained by the Government resulting from delay during the period from the applicable Deadline Delivery Date to the date on which the Contractor provides the delayed Goods Ready for Use the sum of 0.15% of the Contract Price for such Goods for each day or part of the day of such delay provided the total amount of liquidated damages payable for a delayed Goods shall be capped to a total maximum of 15% of the Contract Price for such delayed Goods. Subject to the provisions of Clause 9.3 below, the payment of such sums shall be in full satisfaction of the Contractor's liability for such delay only. In the event the delayed Goods has never become Ready for Use, the liquidated damages provision under this Clause is not applicable, and the Government shall be entitled to claim the Contractor for indemnity pursuant to Clause 18.2 of the General Conditions of Contract arising from such failure.
- 9.2. The payment of liquidated damages shall not relieve the Contractor from its obligation to provide all Goods Ready for Use and in full compliance with the requirements of the Contract or from any other liability or obligation under the Contract.
- 9.3. Clause 10.3(f) of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.
- 9.4. Clauses 10 of the General Conditions of Contract shall be read subject to this Clause 9.

## **10. Payment of the Contract Price**

- 10.1. Clauses 14.2(b), 14.3, 14.6, 14.7 and 14.9 of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.
- 10.2. Clause 14.8 of the General Conditions of Contract shall be replaced with the following:
- “The Contractor shall invoice the Government for any payment of the Contract Price. The Contractor shall deliver to the Government at the Location(s) or at such other address specified in the Contract or such other address stipulated by the Government any time by notice in writing, an invoice setting out the particulars of Goods (including the quantity and the applicable unit price), the amount of Contract Price payable for the Goods after taking into account all applicable deductions, set-off and withholding, and such other information as the Government may require from time to time.”
- 10.3. Clause 14 of the General Conditions of Contract shall be read subject to this Clause 10.

## **11. Survival**

Apart from the provisions referred to in Clause 20.1(a)(iii) of the General Conditions of Contract, Clauses 2, 6, 12, 13, 14 and 15 of the Special Conditions of Contract shall survive the Termination.

## 12. Intellectual Property Rights

- 12.1. Clauses 21.5(b) and 21.7(b) of the General Conditions of Contract shall not apply to the extent they relate to the Goods and all manuals accompanying such items.
- 12.2. In respect of each item of Goods and Bundled Software and the accompanying manuals and other documentation with each such item of Goods and Bundled Software (“Manuals”), the terms and conditions of the licence governing the usage of each of them (collectively, “software licences”) shall be equivalent to or better than those published by the Manufacturers of such item as they are sold under volume licensing or if volume licensing is not available or applicable, on a retail basis whether as a standalone product or to be bundled with another product (whichever are better). The Contractor further agrees and undertakes that the Government and each of its authorised users, assigns, and successors-in-title (collectively, “software licensees” and each a “software licensee”) are entitled to exercise all rights under the software licences (“software licensed rights”) which shall include the following rights:
- (a) the right to use, possess, distribute, repair, replace and if required as part of the work to be performed by the Contractor under the Contract, modify, adapt or customise, the Goods and any part of the Goods for all (or any one or more) purposes provided for under this Contract and/or contemplated by this Contract. All Intellectual Property Rights of whatever nature subsisting in such modifications, adaptations and customisations shall be the sole and exclusive property of the Government and shall be and remain vested in the Government, its assigns or successors-in-title immediately upon creation;
  - (b) the right to reproduce, adapt or modify in any format the Manuals for backup, operational use and security. All Intellectual Property Rights of whatever nature subsisting in such adaptations and modifications shall be the sole and exclusive property of the Government and shall be and remain vested in the Government, its assigns or successors-in-title immediately upon creation; and
  - (c) all rights which are available under the terms of usage published by the Manufacturers, authorised distributors or dealers of the Goods.
- 12.3. In Clauses 21 and 22 of the General Conditions of Contract and Clauses 2.1(c), 12.6 and 12.7 of these Special Conditions of Contract, references to “Licences” (subject to the exclusion as mentioned in Clause 12.1 above) shall also include software licences; references to “licensees” shall also include software licensees; and references to “Licensed Rights” shall also include software licensed rights as defined in Clause 12.2 above.
- 12.4. In Clause 21.6 of the General Conditions of Contract, the phrase “and Clause 12.2 of the Special Conditions of Contract” shall be added after “Clause 21.5 above”.
- 12.5. In Clause 21.9 of the General Conditions of Contract, the phrase “and the Goods” shall be added after “all relevant authors of the Deliverables” and the phrase “and Goods” shall be added after “the relevant Deliverables”.
- 12.6. Clause 21.10 of the General Conditions of Contract shall be deleted and replaced by the following:

“In the event that for any reason whatsoever any or all of the Licences referred to in Clause 21.5 above and Clause 12.2 of the Special Conditions of Contract has or have not been granted in favour of any or all of the licensees, the Contractor shall forthwith, or shall ensure that the licensor(s) who is capable of granting the Licence(s) will respectively forthwith, upon the first written demand of the Government execute such deed and all other necessary documents under which the licensee(s) shall be granted such Licence(s) on the terms set out in Clause 21.5(a) above and / or Clause 12.2 of the Special Conditions of Contract.”

- 12.7. Without prejudice to and in addition to other provisions including Clauses 2.1(e) and 12 above, the Contractor shall at its own cost and expense obtain all rights (including the grant of all necessary consents, approvals, licences and agreements for the licensees, and for the Contractor itself, its successors-in-title, permitted assigns and authorised users) from the relevant owner(s) of the Intellectual Property Rights in the Goods and Deliverables as may be necessary for the licensees to use (including without limitation the doing of any of the acts restricted by the copyright under sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong)) the Goods and Deliverables in the manner and for any of the purposes contemplated by the Contract and for the Contractor to perform the Contract including without limitation (i) all obligations in relation to the supply, testing and installation of the Goods; and (ii) the use of the Goods and Bundled Software for any of the purposes provided for or contemplated in the Contract.
- 12.8. The Contractor shall at all times during the Contract Period exercise due diligence in software asset management and as and when required by the Government, furnish to the Government satisfactory evidence that this Clause 12 has been complied with.
- 12.9. In the event of any allegation, claims, actions and/or proceedings in respect of infringement of Intellectual Property Rights or any other rights of any person, the Contractor shall notify the Government of the same and any progress thereof from time to time.
- 12.10. The Contractor shall indemnify the Government on the terms set out in Clause 22.1 of the General Conditions of Contract in the event of any non-compliance with this Clause 12 and Clause 21 of the General Conditions.
- 12.11. In Clause 3.6 of the General Conditions of Contract, the phrase “and Clause 12.10 of the Special Conditions of Contract” shall be added after “Clauses 18.2 and 22.1 of the General Conditions of Contract”.
- 12.12. In Clause 21.1 of the General Conditions of Contract, the phrase “or any other rights” shall be added after each and every reference to “Intellectual Property Rights”.
- 12.13. In Clause 22.3 of the General Conditions of Contract, the phrase “and/or Clause 12.10 of the Special Conditions of Contract” shall be added after “Clause 22.1 above”.
- 12.14. Clauses 3, 21 and 22 of the General Conditions of Contract shall be read subject to this Clause 12.

### **13. Technology Substitution**

Without prejudice and in addition to any upgrade or downgrade rights which come with the Goods, the Contractor undertakes to offer to the Government and the Government may, at any time before the Delivery Date for Goods, elect to obtain from the Contractor any software in substitution for the Item of Goods as specified in the Price Schedule and/or the Technical Specifications where the

substitute unit contains older (i.e. downgrade) or newer (i.e. upgrade) technology or has function or performance or security or reliability characteristics similar to or better than the relevant Goods. Unless the Government otherwise agrees on a case-by-case basis, such substitute unit incorporating such substitute unit shall be offered to the Government at the same Unit Price or lower in respect of the Item of Goods which it substitutes, subject further to all discounts offered to the Government in respect of the Goods under this Contract. In the event that the Government elects to obtain the substitute unit of software from the Contractor, the provisions of this Contract shall apply to such substitute unit as it shall form part of the Goods.

#### **14. Insurance**

- 14.1. Clauses 26.1 to 26.5 of the General Conditions of Contract and all references thereto throughout the Tender Documents and this Contract shall be deleted in entirety.
- 14.2. Clause 26 of the General Conditions of Contract shall be read subject to this Clause 14.

#### **15. Sub-contracting Arrangements**

- 15.1. The Contractor shall not, without the prior written consent of the Government, enter into any sub-contract with any person for the performance of any part of the Contract except:
- (a) the purchase by the Contractor of equipment and materials; and
  - (b) the sub-contract(s) (if any) specified in Table B of the Information Schedule.

#### **16. Notice**

Notwithstanding Clause 34 of the General Conditions of Contract, invoices for the Contract Price of the Goods or for other payment shall be issued to the following postal address (which may be relocated to another location later) and marked for the attention of the following officer:

Independent Commission Against Corruption,  
ICAC Building, 303 Java Road,  
North Point, Hong Kong.  
(Attn.: Chief Investigator / K1)

#### **17. Failure to Carry out Accepted Innovative Suggestions**

- 17.1. The Contractor undertakes and warrants that it shall perform the Contract in full compliance with all Accepted Innovative Suggestions. In the event that the Contractor fails to carry out in full any of the Accepted Innovative Suggestions in relation to any batch of Goods or any part thereof or otherwise not relating to any Goods, (in each case a “non-complied Accepted Innovative Suggestion”), the Contractor shall, subject to Clauses 17.2 and 17.3 below, pay to the Government a sum of money calculated according to the following formula as liquidated damages for **EACH** of such non-complied Accepted Innovative Suggestions:

- (i) Liquidated damages relating to the Contractor’s failure to fully carry out an Accepted

Innovative Suggestion in relation to a batch of Goods or any part thereof (L1)

$$L1 = C1 \times W(T) \times \frac{M(IS)}{M(TP)}$$

where  $C1$  = the Contract Price for the relevant batch of Goods or any part thereof in respect of which the Contractor fails to carry out the relevant Accepted Innovative Suggestion (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)

$W(T)$  = the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme (i.e. 50%)

$M(IS)$  = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion) (i.e. 5 marks for a Pro-innovation Proposal or 2.5 marks for an ESG Proposal)

$M(TP)$  = the maximum technical marks for the Technical Proposal in the Marking Scheme (i.e. 100 marks)

- (ii) Liquidated damages relating to the Contractor's failure to fully carry out an Accepted Innovative Suggestion which is not related to any Goods (L2)

$$L2 = C2 \times W(T) \times \frac{M(IS)}{M(TP)} \times \frac{P}{CP}$$

where  $C2$  = the total amount of Contract Price payable under the whole of the Contract (but the amount shall be before the deduction of liquidated damages for all non-complied Accepted Innovative Suggestions covered by this formula)

$W(T)$  = the weighting, expressed as a percentage, of the technical assessment in the overall Marking Scheme (i.e. 50%)

$M(IS)$  = (depending on whether the non-complied Accepted Innovative Suggestion is a Pro-innovation Proposal or an ESG Proposal) the marks that would be given to one (1) Pro-innovation Proposal or ESG Proposal (as the case may be) in accordance with the Marking Scheme (regardless of whether marks are actually given during tender evaluation to the non-complied Accepted Innovative Suggestion) (i.e. 5 marks for a Pro-innovation Proposal or 2.5 marks for an ESG Proposal)

$M(TP)$  = the maximum technical marks for the Technical Proposal in the

*Marking Scheme (i.e. 100 marks)*

*P* = duration of time expressed in number of days during which the Contractor fails to fully carry out the relevant Accepted Innovative Suggestion within the Contract Period up to the day the amount of the liquidated damages is determined for the time being or up to the end of the Contract Period as the case may be

*CP* = Contract Period expressed in number of days

The amount calculated in accordance with the above formulae represents a reasonable sum proportionate to the Government's legitimate interest in the enforcement of the relevant Accepted Innovative Suggestion.

17.2. The number of Accepted Innovative Suggestions which are Pro-innovation Proposals that the Contractor fails to fully carry out and upon which liquidated damages are payable under the applicable formula in 17.1 above shall not exceed the minimum number of Pro-innovation Proposals to which full marks could be awarded to a Tenderer in the Marking Scheme. The same for those Accepted Innovative Suggestions which are ESG Proposals. However, there is no limit on the number of batches of Goods or billing periods in respect of which liquidated damages shall be payable under the first formula of 17.1.

17.3. The aggregate amount of liquidated damages payable pursuant to the first formula and the second formula in 17.1 above may not exceed 10% of the sum of the Total Estimated Contract Value.

17.4. The liquidated damages payable pursuant to the first formula in Clause 17.1 may be deducted from the Contract Price payable in respect of the batch of Goods or Services over the billing period to which the non-complied Accepted Innovative Suggestion relates or from any other Contract Price payable during the Contract Period. The Government reserves the right to demand the payment of the liquidated damages from time to time including the time when the invoice in respect of the relevant batch of Goods or billing period is to be settled or in respect of any subsequent batch or billing period or at the end of the Contract Period whether by setting off from any invoiced amount or from the Contract Deposit (if any). The liquidated damages payable pursuant to the second formula in Clause 17.1 may likewise be deducted in the same manner from any Contract Price or from the Contract Deposit. Alternatively, any such amount shall be settled by the Contractor in cash as per the demand of the Government within seven (7) days.

17.5. For the avoidance of doubt, for any batch of such Goods that an Accepted Innovative Suggestion is not complied with, liquidated damages shall be calculated separately under Clause 17.1 above for each such batch.

## **18. Year 2000 Compliance**

18.1. The Contractor warrants that the Goods shall be year 2000 compliant.

18.2. All Goods shall conform to year 2000, meaning that neither performance nor functionality is affected by dates prior to, during and after the year 2000. In particular:

- 18.2.1. *No value for current date will cause any interruption in operation;*
- 18.2.2. *Date-based functionality must behave consistently for dates prior to, during and after year 2000;*
- 18.2.3. *In all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules; and*
- 18.2.4. *Year 2000 must be recognised as a leap year.*

Note: The text in italics above is quoted from British Standards Institution committee BDD/1/-/3.

- 18.3. Notwithstanding that this Contract or any warranty provision in it is expressed to endure for a period of time, the warranty provided for in this Clause shall survive the expiry or termination of this Contract and endure for the life of the Goods.
- 18.4. The Contractor shall immediately on demand by the Government remedy or correct any defect in the Goods which causes a breach of the warranty in Clause 18.1 above whether or not such defect has resulted in a failure of the Goods at the time of the Government becoming aware of it.
- 18.5. The Contractor shall indemnify the Government on the terms set out in Clause 18.2 of the General Conditions of Contract if the Contractor is in breach of the warranty in Clause 18.1 above.

-End-

**Supply of Office Automation Software to the Independent  
Commission Against Corruption**

**Technical Specifications**

**THE TECHNICAL SPECIFICATIONS COMPRISE MANDATORY REQUIREMENTS AND DESIRABLE REQUIREMENTS. ALL THE REQUIREMENTS SET OUT IN THESE TECHNICAL SPECIFICATIONS ARE MANDATORY REQUIREMENTS UNLESS OTHERWISE SPECIFIED.**

**Section I – General Requirements**

**(A) Information Related to Purchase Requirements**

The Contractor shall supply and deliver the Goods (i.e. the Item S1 as specified in Table 1 of the Price Schedule) to the ICAC for and on behalf of the Government.

**(B) Delivery Schedule**

(1) The Contractor shall comply with the following delivery schedule:

<b>Activity description</b>	<b>Deadline Delivery Date</b>
Deliver the Goods	Within two (2) weeks from the Date of Tender Acceptance

Remarks: The installation for the Goods shall not be required.

(2) Without prejudice to the time requirements as set out in the above delivery schedule, the delivery of the Goods to the Locations shall be conducted at a time agreed with Government Representative at least two (2) working days before delivery of Goods.

**(C) Locations**

The successful Tenderer shall deliver the Goods at the following address or other address as required by the ICAC:

13/F, ICAC Building, 303 Java Road, North Point, Hong Kong.

**Section II – Requirements of the Goods**

All Items to be provided shall conform to the following Mandatory Features listed in the table below.



**(A) Table 1 - Goods**

Item	Requirements	Quantity (set)
S1	<p><b>Microsoft Office Standard 2024 Single Language Long Term Servicing Channel Standard Edition License</b></p> <ul style="list-style-type: none"> <li>• The Goods shall have downgrade-able right to Microsoft Office Standard 2021;</li> <li>• The Goods shall support at least Microsoft Windows 10 Enterprise 1809 and Windows 11;</li> <li>• The Contractor shall ensure that the Goods shall be installed and registered in ICAC's workstations which are not connected to/with the Internet;</li> <li>• The Contractor shall ensure that the Licence of the Goods shall be perpetual and shall support use of licence server for activation;</li> <li>• The Contractor shall ensure that the Goods shall be fully compatible with the Existing Hardware and Existing Software as specified below: <ul style="list-style-type: none"> <li>- <u>Existing Hardware</u>: HP ProDesk 600G1 &amp; G2 and EliteDesk 800 G3, G5 &amp; G6 personal computer; and</li> <li>- <u>Existing Software</u>: Microsoft Windows 10 Enterprise LTSC Build 1809 and Windows 11;</li> </ul> </li> <li>• The Contractor shall ensure that the Goods shall have the latest bug fixes and security updates downloadable from the website of the Manufacturer when it is available throughout the life of the Goods; and</li> <li>• The Contractor shall ensure that the Goods and the Bundled Software have software usage support through website online enquiry or other means provided by the Manufacturer.</li> </ul>	1,517

**(B) Maintenance Services**

Nil.

**Section III – Desirable Requirements**

The Contractor should provide three (3) months of Hotline Support Services after the Deadline Delivery Date of the Goods and comply with the following specifications if the Contractor has confirmed its compliance of the Goods with the Desirable Requirements in Table D of the Information Schedule.

- (i) The Contractor shall provide Goods news, material, authorised security patches with free software support at no extra charge to the Government upon request by the Government;
- (ii) The Contractor shall provide hotline support services on the Goods locally in Hong Kong;
- (iii) The Contractor shall be the Government's single contact point on the provision of hotline support services and be fully responsible for the liaison and coordination with all other parties, including but not limited to the suppliers and the manufacturers of the Goods;
- (iv) The Contractor shall provide the Goods usage assistance and fault diagnosis during service hour; and
- (v) For email and telephone support, the Contractor shall respond to the Government's enquiries or problems with the following requirements:

Tender Ref.: ICAC/TG2/2024

- From Monday to Friday (excluding public holidays)
- From 0900 to 1800 hour

**Section IV – Security Requirements**

The Goods shall comply with the following “IT Security Policy and Guidelines” adopted by the Government:

- (i) Baseline IT Security Policy;
- (ii) IT Security Guidelines;
- (iii) Practice Guide for Information Security Incident Handling; and
- (iv) Practice Guide for Cloud Computing Security.

These policies and guidelines are accessible through the following URL:  
([https://www.digitalpolicy.gov.hk/en/our\\_work/digital\\_infrastructure/information\\_cyber\\_security/government/](https://www.digitalpolicy.gov.hk/en/our_work/digital_infrastructure/information_cyber_security/government/))

-End-

**PRICE PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Price Schedule**

(To be completed and returned together with the tender submission)

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

**Part A – Estimated Goods Price**

**Table 1**

Item	Description	Estimated quantity (A)	One-time Unit Price (HK\$*) (B)	Estimated Goods Price for the Item specified opposite (HK\$*) (i.e. A x B)
S1	<p><b>Microsoft Office Standard 2024 Single Language Long Term Servicing Channel Standard Edition License</b></p> <p>(1) complying with all requirements of the Contract including the Mandatory Features in the Technical Specifications; and</p> <p>(2) inclusive of all services and items specified in Paragraph 5.1 of the Terms of Tender; and</p> <p>(3) inclusive of the Desirable Requirements as stipulated in Section III of the Technical Specifications (if any)</p>	1,517 sets		

**Total amount of the Estimated Goods Price (HK\$\*):** \_\_\_\_\_

Notes:

- (1) \* Other than Hong Kong dollars, the only Permissible Currency is US dollars. If a Tender is quoted in US dollars, the Tenderer must delete “HK\$” and add “US\$” in the above table. If the Tenderer fails to indicate the currency of the price quoted in the Tender, the quotation is deemed to have been made in Hong Kong dollars (i.e. HK\$). **A Tender submitted in currencies other than Hong Kong dollars or US dollars will not be considered further.**
- (2) Tenders will be considered on an overall basis. A Tenderer must bid for all Items in Table 1 above. **A partial Tender will not be considered.**

**PRICE PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Price Schedule**

(To be completed and returned together with the tender submission)

**Part B – Payment Timetable**

Subject to the other provisions of the Contract, the Contract Price shall be paid to the Contractor in accordance with Clause 14.2 of the General Conditions of Contract and (as amended by Clause 10 of the Special Conditions of Contract).

**Part C – Payment Discount**

1. Tenderers are requested to indicate in the spaces provided below what discounts they would allow on the Contract Price and other amount payable under the Contract (if any) if payment is made in full within
  - (a) 7 working days counting from the payable date for such amount:  
\_\_\_\_\_ % discount; or
  - (b) 8 to 14 working days counting from the payable date for such amount:  
\_\_\_\_\_ % discount.
2. Tenderers are requested to insert the word “Nil” in the spaces provided above if they do not offer any payment discount.
3. Tenderers are requested to ensure that no more than two (2) digits after the decimal places are quoted for the above discount.
4. Depending on the applicable amount, the payable date is defined in Clause 14.2(a) or 14.2(b) or 14.3 of the General Conditions of Contract.

**Part D – Banking Details**

Please refer to Paragraph 5.8 of the Terms of Tender, which is applicable only if a Tenderer is from a place outside Hong Kong and does not have a bank account in Hong Kong.

For payment to be made by telegraphic transfer:

- (a) Banker's name : \_\_\_\_\_
- (b) Banker's address : \_\_\_\_\_
- (c) Name of account : \_\_\_\_\_
- (d) Account number : \_\_\_\_\_
- (e) Sorting code : \_\_\_\_\_

<b>TECHNICAL PROPOSAL</b>
---------------------------

**Particulars of Goods Schedule**

(To be completed and returned together with the tender submission)

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).**

Please refer to Paragraph 6 of the Terms of Tender and (as amended by Paragraph 5 of the Terms of Tender (Supplement)). The Tenderer shall provide the information below.

**Table 1 (Goods)****Item S1**

Paragraph No.	Information required	Information to be completed by the Tenderer
1.	Place of Origin	
2.	Name of Manufacturer	
3.	Address of the Manufacturer’s factory or plant (“Manufacturing Plant”)	
4.	Product Name of the Goods	
5.	Model Number/name/version number of the Goods	
6.	Specifications of the Goods	
7.	Product literature and catalogues	
8.	Authorised agent or distributor of the Manufacturer in Hong Kong	
9.	Packing	
10.	Delivery method and route (where the Place of Origin is outside Hong Kong)	

**TECHNICAL PROPOSAL**

11.	Committed Warranty Period (if longer than the minimum specified in Clause 15.1 of the General Conditions of Contract)	
-----	---	--

- Notes:
- (i) Please use separate sheets if space is inadequate.
  - (ii) Please input N/A if the information is not applicable.
  - (iii) A Tenderer shall submit the essential information in **paragraphs 2 and 4** of the Table 1 above for the Item with its Tender before the Tender Closing Time. Otherwise, the Tender will not be considered further unless upon clarification with the Tenderer, the Government is satisfied the information is not applicable (then in such case the information will not be treated as essential information in relation to the Goods offered by the Tenderer).
  - (iv) If the Tenderer is the Manufacturer, the Tenderer shall enter its own name in paragraph 2.

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Compliance Schedule**

(To be completed and returned together with the tender submission)

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).**

**Part A – Statement of Compliance**

Please refer to Paragraph 7 of the Terms of Tender.

# (a) I/We confirm that I/we and my/our offered Goods as more particularly specified in the Particulars of Goods Schedule are **in compliance with** all the Mandatory Features as set out in the Technical Specifications.

# (b) I/We confirm that I/we and my/our offered Goods are **not in compliance with** the Mandatory Features as set out in the Technical Specifications in the following aspects:

Section Number	Technical Specifications	Details of Deviation

- Notes: (1) # Please tick (✓) the appropriate box if the statement is confirmed to be correct.
- (2) If a Tenderer does not complete this Part A, subject to any clarification which the Government may seek at its discretion from the Tenderer, it shall be deemed that the Tenderer confirms that it and the Goods offered are in compliance with all Mandatory Features as set out in the Technical Specifications.
- (3) **A Tenderer’s Tender will not be considered further if the Tenderer expressly indicates non-compliance with all or any Mandatory Features as set out in the Technical Specifications.** The Government reserves the right to seek clarification on any indication which casts doubt on the true intention of the Tenderer.

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Information Schedule**

(To be completed and returned together with the tender submission)

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).**

**Table A – Information and documents required under Paragraph 10.1 of the Terms of Tender**

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	<b>company / sole proprietorship / partnership / statutory corporation /others*</b>  (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: <i>(i) managing director and other directors;</i>  <i>(ii) partners; or</i>  <i>(iii) sole proprietor</i>	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and	



## TECHNICAL PROPOSAL

Tender Ref.: ICAC/TG2/2024

### Information Schedule

(To be completed and returned together with the tender submission)

	industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.
(k)	(if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	A certified extract of the Tenderer's board resolution or other documentary	Please attach if applicable.

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Information Schedule**

(To be completed and returned together with the tender submission)

	<p>evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be). In any of the aforesaid applicable situations, the name of the person authorised to sign the Offer to be Bound as shown in the aforesaid board resolution or documentary evidence (as the case may be) shall be the same as shown in the Offer to be Bound, failing which the Government reserves the power to seek clarification</p>	
--	--	--

**Table B – Information required under Paragraph 12.1 of the Terms of Tender and Paragraph 9.1 of the Terms of Tender (Supplement)**

(a)	Name of the proposed sub-contractor (if any)	
(b)	Principal place of business of the proposed sub-contractor (in address form)	
(c)	Telephone no.	

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Information Schedule**

(To be completed and returned together with the tender submission)

(d)	Facsimile no.	
(e)	Email address	
(f)	Obligations proposed to be performed by the proposed sub-contractor	

Note: If no information is provided in Table B above, it will be assumed that the Tenderer will itself perform the contractual obligations.

**Table C – Information required under Paragraph 20.2 of the Terms of Tender**

- \* \*(a) I/We confirm that none of the events as mentioned in Paragraphs 20.1(a) to 20.1(g) of the Terms of Tender has ever occurred.
- \*(b) I/We confirm that the following event(s) as mentioned in Paragraphs 20.1(a) to 20.1(g) of the Terms of Tender has occurred

Date	Details of the Event

Note: \* Please tick (✓) the appropriate box if the statement is confirmed to be correct.

**Table D – Details of Desirable Requirements**

Please refer to Annex (Tender Evaluation Procedures, Assessment Criteria and Marking Scheme) to the Terms of Tender (Supplement) for the marking guidelines.

Tenderers shall indicate in the table below the details of each offered item which complies with the corresponding Desirable Requirements(s) as specified in Section III of the Technical Specifications for the technical assessment **before the Tender Closing Time**.

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Information Schedule**

(To be completed and returned together with the tender submission)

<b>Corresponding Assessment Criterion</b>	<b>Corresponding section of the Technical Specifications</b>	<b>Description</b>	<b>Product information to be completed by the Tenderer</b>	<b>Index of relevant page of the supporting documents (if any)</b>
A1 (a)	Section III – Desirable Requirements of the Technical Specifications	With three (3) months of Hotline Support Services after Deadline Delivery Date	Support Services: Yes / No*  If yes, the response time from the receipt of a phone call:  _____ Hour(s)	

Note: \* Please delete whichever is not applicable.

## TECHNICAL PROPOSAL

Tender Ref.: ICAC/TG2/2024

---

### Innovative Suggestion Schedule

(To be completed and returned together with the tender submission)

**References to “Interpretation”, “Terms of Tender” and “General Conditions of Contract” shall mean these documents in BD-TERMS-1 (September 2024).**

Please refer to Annex A (Tender Evaluation Procedures, Assessment Criteria and Marking Scheme) to the Terms of Tender (Supplement) for the marking guidelines.

A Tenderer shall provide the specifications and details for each offered Innovative Suggestion in the table below **before the Tender Closing Time**. To facilitate verification by the Government, the Tenderer should submit **supporting documents with its Tender** to prove the effectiveness and practicability of its proposed Innovative Suggestion(s) and mark appropriate appendix number(s) on the respective page(s) of the submitted information to indicate relevant data of the offered Innovative Suggestion(s) **before the Tender Closing Time (except factual supporting documents (e.g. test reports/certificates) which may be provided after the Tender Closing Time as may be subsequently requested by the Government in writing at the Government’s discretion]**. Any other additional information not contained in the tender submission but provided by the Tenderer after the Tender Closing Date will not be taken into account in the evaluation.

(a) Pro-innovation Proposals

Tenderers shall **provide in Table A below the details of each of the Pro-innovation Proposals and elaboration on how such Pro-innovation Proposal(s) is directly related to the offered Goods and would bring improvements or benefits or positive values to the Government resulting in: A2(a)(i) saving of manpower resources; A2(a)(ii) higher operational efficiency or performance reliability; A2(a)(iii) higher security standard; A2(a)(iv) economical use of resources; A2(a)(v) better durability of the equipment; A2(a)(vi) improved or greater flexibility to adapt to operational changes; A2(a)(vii) enhanced compatibility with other equipment; or A2(a)(viii) easier maintenance before the Tender Closing Time for the Government’s evaluation. Otherwise, no mark will be given for assessment criterion A2(a) under Stage III of the Marking Scheme.**

Tenderers may submit Pro-innovation Proposals involving application / adoption of new technology / inventions and/or innovative application of existing / matured technology that may enhance the performance of the Contract while contributing to innovation and technology development. Pro-innovation Proposals may not necessarily be technology-related.

The improvements or benefits or positive values brought by the Pro-innovation Proposals may be reflected in terms of higher quality standard of the Goods and/or the services provided to ICAC and any other benefits which are considered relevant to the use of the Goods, and should be visible, and preferably be quantifiable and measurable.

(b) ESG Proposals

Tenderers shall **provide in Table B below the details of each of the ESG Proposals and elaborate on how such ESG Proposal(s) can bring about improvements or benefits or positive values to the Government or the public at large in the execution of the Contract throughout the Contract Period, which will improve (i) environmental protection or sustainability (e.g. use of renewable energy such as solar energy); (ii) social responsibility;**

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Innovative Suggestion Schedule**

(To be completed and returned together with the tender submission)

**and/or (iii) governance before the Tender Closing Time** for the Government’s evaluation. **Otherwise, no mark will be given for assessment criterion A2(b)** under Stage III of the Marking Scheme. The ESG Proposals may but need not be directly relevant to the offered Goods.

- (c) Tenderers should highlight the Innovative Suggestions and explain clearly what improvements or benefits or positive values these Innovative Suggestions can bring about to the Government in their submissions to facilitate the tender evaluation.

**Table A: Pro-innovation Proposals - Directly relevant to the Goods to be procured under the Contract**

Assessment criterion in the Marking Scheme	Pro-innovation Proposals <sup>#</sup>	Brief description of the improvements / benefits / positive values to be brought about <sup>^</sup>	Implementation details	Index <sup>@</sup> of relevant page of the supporting documents (if any)
A2(a)(i)				
A2(a)(ii)				
A2(a)(iii)				
A2(a)(iv)				
A2(a)(v)				
A2(a)(vi)				

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

**Innovative Suggestion Schedule**

(To be completed and returned together with the tender submission)

Assessment criterion in the Marking Scheme	Pro-innovation Proposals <sup>#</sup>	Brief description of the improvements / benefits / positive values to be brought about <sup>^</sup>	Implementation details	Index <sup>@</sup> of relevant page of the supporting documents (if any)
A2(a)(vii)				
A2(a)(viii)				

**Table B: ESG Proposals - May but need not be directly relevant to the Goods to be procured under the Contract**

Assessment criterion in the Marking Scheme	ESG Proposals* (E) for environmental protection or sustainability (S) for social responsibility (G) for governance	Brief description of the improvements / benefits / positive values to be brought about <sup>^</sup>	Implementation Details	Index <sup>@</sup> of relevant page of the supporting documents (if any)
A2(b)				

- Notes:
- (1) Please use separate sheets if the space above is inadequate.
  - (2) The Innovative Suggestion, whether it is a Pro-innovation Proposal or an ESG Proposal, shall not just repeat, or be inconsistent with, the requirements of the Tender Documents.
  - (3)<sup>#</sup> Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that would bring improvements or benefits or positive values to the Government resulting in (i) saving of manpower resources;

**Innovative Suggestion Schedule**

(To be completed and returned together with the tender submission)

(ii) higher operational efficiency or performance reliability; (iii) better durability; (iv) improved or greater flexibility to adapt to operational changes; (v) enhanced compatibility with other equipment; or (vi) easier maintenance. Unless otherwise expressly specified, it shall be assumed that the Pro-innovation Proposal shall apply to all Goods.

- (4)<sup>^</sup> If the Marking Scheme stipulates a list of improvements and/or benefits and/or positive values which Innovative Suggestion must bring about, in order to score marks, the Innovative Suggestion must bring about any of such improvements and/or benefits and/or positive values as found in the list.
- (5)<sup>@</sup> Tenderers shall use a different index for each Innovative Suggestion.
- (6)<sup>\*</sup> Please identify whether the ESG Proposal is for environmental protection or sustainability, for social responsibility and/or for governance by filling in (E), (S) and/or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all Goods.
- (7) The Government may, at its absolute discretion, accept one (1) or more of the Innovative Suggestions submitted by the successful Tenderer in its Tender. The Accepted Innovative Suggestion(s) shall form an integral part of the Contract. Any failure to perform such Accepted Innovative Suggestion(s) would be deemed a breach of the contractual obligation, and the Government would be entitled to take follow-up actions in accordance with the existing mechanism for handling breach of contractual obligation e.g. claiming damages and/or termination of the Contract.
- (8) Pro-innovation Proposals shall be directly related to the offered Goods and would bring improvements or benefits or positive values to the Government as follows: A2(a)(i) saving of manpower resources; A2(a)(ii) higher operational efficiency or performance reliability; A2(a)(iii) higher security standard; A2(a)(iv) economical use of resources; A2(a)(v) better durability of the equipment; A2(a)(vi) improved or greater flexibility to adapt to operational changes; A2(a)(vii) enhanced compatibility with other equipment; or A2(a)(viii) easier maintenance. A Tenderer shall clearly specify in Table A above whether and how its Pro-innovation Proposal(s) is directly related to any one of the above eight (8) aspects. If a Tenderer fails to clearly specify in Table A above whether its Pro-innovation Proposal(s) is directly related to A2(a)(i) or A2(a)(ii) or A2(a)(iii) or A2(a)(iv) or A2(a)(v) or A2(a)(vi), or A2(a)(vii) or A2(a)(viii) such Pro-innovation Proposal(s) will be assessed under A2(a)(i). Even if a Pro-innovation Proposal is related to either one or more than one (1) aspect(s), it will still be treated as one (1) Pro-innovation Proposal under the assessment criterion A2(a). A Pro-innovation Proposal will only be assessed once in this Tender, that is under A2(a)(i) or A2(a)(ii) or A2(a)(iii) or A2(a)(iv) or A2(a)(v) or A2(a)(vi) or A2(a)(vii) or A2(a)(viii), even if it fulfils more than one (1) aspects. A Pro-innovation Proposal that is submitted under more than one (1) aspects will be assessed in the following manner: assessment under A2(a)(i) will take precedence over A2(a)(ii), and assessment under A2(a)(ii) will take precedence over A2(a)(iii), and so on. A Pro-innovation Proposal which has been assessed under A2(a)(i), regardless of whether marks are scored or not, will not be assessed again under A2(a)(ii) or A2(a)(iii) or A2(a)(iv) or A2(a)(v) or A2(a)(vi) or A2(a)(vii) or A2(a)(viii). A Pro-innovation Proposal which has been assessed under



**Innovative Suggestion Schedule**

(To be completed and returned together with the tender submission)

A2(a)(ii), regardless of whether marks are scored or not, will not be assessed again under A2(a)(iii) or A2(a)(iv) or A2(a)(v) or A2(a)(vi) or A2(a)(vii) or A2(a)(viii), and so on.

- (9) ESG Proposals may but need not be directly relevant to the offered Goods, but can bring about improvements or benefits or positive values to the Government or the public at large in the execution of the Contract throughout the Contract Period. Such ESG Proposals will improve (i) environmental protection or sustainability (e.g. use of renewable energy such as solar energy); (ii) social responsibility; and/or (iii) governance. A Tenderer shall clearly specify in Table B above whether and how its ESG Proposal(s) can bring improvements or benefits or positive values to any or some or all of the above three (3) aspects.
- (10) A suggestion that scores marks under Pro-innovation Proposals will not earn marks again under ESG Proposals and vice versa. In case a Tenderer specified the type of a suggestion under both Pro-innovation Proposals and ESG Proposals and the tender assessment panel considers that the same suggestion could earn marks under Pro-innovation Proposals and ESG Proposals, it will be taken as scoring marks under Pro-innovation Proposals only. In case a Tenderer has provided an Innovative Suggestion but fails to specify in the Schedule which type of the Innovative Suggestion it belongs to (i.e. either Pro-innovation Proposal or ESG Proposal), it will be deemed to have submitted an ESG Proposal. A Pro-innovation Proposal or an ESG Proposal yielding benefits in more than one (1) aspects will be treated as one (1) Pro-innovation Proposal or ESG Proposal only.
- (11) Any Pro-innovation Proposal or ESG Proposal which relates to any aspect(s) that has already been included in the Technical Specifications, or the requirements of the Contract, or other assessment criteria in the Marking Scheme will not be considered under assessment criterion A2.
- (12) Pro-innovation Proposals or ESG Proposals shall be considered as effective and practicable from the Government's point of view in order to score marks. The successful Tenderer should be responsible for the implementation of the Pro-innovation Proposals or ESG Proposals and facilitate the Government's monitoring and inspection of the implementation of the Pro-innovation Proposals or ESG Proposals without additional cost to the Government. It is deemed that the Total Estimated Contract Value quoted in the Price Schedule shall include all costs of the Innovative Suggestions. **Marks will not be given to any Pro-innovation Proposal or ESG Proposal if (a) the Tenderer states in its Technical Proposal that the Pro-innovation Proposal or ESG Proposal involves extra cost or a separate price; and/or (b) the Tenderer will not be capable of and/or responsible for the implementation.**
- (13) **Marks will not be given to any Pro-innovation Proposals which are commonly found in the market and/or common practices of the industry.**
- (14) The Pro-innovation Proposals / ESG Proposals shall not violate, or lead to violation of any laws or regulations; or infringe, or lead to infringement of the Intellectual Property Rights of any party.
- (15) To facilitate verification by the Government, Tenderers shall **submit the documentary evidence** to substantiate its Pro-innovation Proposals / ESG Proposals **before the Tender**

**TECHNICAL PROPOSAL**

Tender Ref.: ICAC/TG2/2024

---

**Innovative Suggestion Schedule**

(To be completed and returned together with the tender submission)

**Closing Time**, except for the factual supporting documentary evidence (e.g. test reports and certificates) which was requested by the Government in writing and was provided by the Tenderer before the deadline specified by the Government.

- (16) Tenderers shall submit the following information to substantiate the effectiveness and practicability of its Pro-innovation Proposals / ESG Proposal:
- (i) if the Innovative Suggestion is a kind of equipment / tool / facility, Tenderers should provide substantial information, for example, the number to be provided and the mode of operation in the Contract (if applicable) and the expected result;
  - (ii) if the Innovative Suggestion is a kind of measure / scheme, Tenderers should provide substantial information, for example, the coverage, content, method on how to implement the Innovative Suggestions, number of participants, duration of the scheme (if applicable), and the expected result; and
  - (iii) if the Innovative Suggestion is related to employment of people, Tenderers should provide substantial information, for example, the type of employee(s) to be employed and the number and duty of such type of employee(s); and the minimum duration of the employment.

Name of Tenderer: \_\_\_\_\_

**Completeness Check Schedule**

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

References to “**Interpretation**”, “**Terms of Tender**” and “**General Conditions of Contract**” shall mean these documents in BD-TERMS-1 (September 2024).

The Tenderer is requested to check and ensure that all of the following proposals, documents and information required in the Tender Documents, including those provided in Paragraph 3 of the Terms of Tender (as amended by Paragraphs 2 of the Terms of Tender (Supplement)) are submitted with its Tender. Part A intends to provide for the items which must be submitted by the Tender Closing Time, otherwise, the Tender will **not** be considered further. Part B intends to provide for items which must be submitted by the Tender Closing Time or upon subsequent request of the Government, which may only be made pursuant to Paragraph 16.1 of the Terms of Tender, after the Tender Closing Time, otherwise the Tender will **not** be considered further. Part C intends to provide for other items which should be submitted in its Tender. If a Tenderer fails to submit any of these other items, the Government reserves the right to seek submission under Paragraph 16.1 of the Terms of Tender or evaluate the Tender on an “as is” basis.

The checklists in Parts A to C below are provided for Tenderers’ reference only. Tenderers are not required to submit this form in its Tender. If this form contains inconsistencies with other parts of the Tender Documents, in particular the Terms of Tender and the Terms of Tender (Supplement), the latter shall prevail.

**Part A**

- (a) In the case of Paper-based Tendering, an Offer to be Bound set out in Part 4 of the Tender Form (English or Chinese version) containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part 4 of the Tender Form or a printed copy from a softcopy of Part 4 of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part 4 of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further (see Paragraph 3.3(a)(i) of the Terms of Tender).
- (b) In the case of Electronic Tendering, the box signifying the Tenderer’s agreement with Part 4 “Offer to be Bound” of the Tender Form must have been checked.
- (c) The one-time Unit Price quotations for all Items in Table 1 under Part A of the Price Schedule.
- (d) The essential information required in Table 1 of the Particulars of Goods Schedule (see Paragraph 6 of the Terms of Tender (as amended by Paragraph 5 of the Terms of Tender (Supplement))).

**Completeness Check Schedule****Part B**

Apart from the documents and information mentioned in Paragraph 3.3 of the Terms of Tender (as amended by Paragraph 2.1 of the Terms of Tender (Supplement)), a Tenderer shall submit the following documents and information and all other information / supporting documents requested in the Tender Documents, before the Tender Closing Time, or upon subsequent request of the Government after the Tender Closing Time (if any). Otherwise, its Tender will not be considered further:

- (e) information required in the Particulars of Goods Schedule which is not identified as “essential information”;
- (f) the information and documentary evidence required in the Compliance Schedule and Information Schedule (excluding the information required in Table D of the Information Schedule which shall be submitted before the Tender Closing Time);
- (g) complete product information which is necessary for tender evaluation
- (h) A certified extract of board resolution or other documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating authorisation and approval for the submission of its Tender shall also be required if (i) in the case of Paper-based Tendering, the signatory of the Offer to be Bound, or (ii) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be) (see Paragraph 10.1(j) of the Terms of Tender);
- (i) The contact details of the Tenderer and the Process Agent (if applicable) required in parts (3) and (4) respectively in the Appendix to the Terms of Tender (see Paragraph 18.1 of the Terms of Tender).
- (j) (Applicable to Paper-based Tendering only) the Non-collusive Tendering Certificate signed by the Tenderer.

**Completeness Check Schedule**

**Part C**

- (k) Other information required in the Price Schedule in addition to the one mentioned in item (c) above.
- (l) A copy of valid Business Registration Certificate or other valid business document issued by a governmental or competent authority (see Paragraph 10.1(e) of the Terms of Tender).
- (m) A copy of the Certificate of Incorporation and Certificate of Change of Name (if any), or other valid business document issued by a governmental or competent authority (see Paragraph 10.1(f) of the Terms of Tender).
- (n) Information and supporting documents (if applicable) required in Tables A and B of the Innovative Suggestion Schedule.
- (o) Annex A to the Terms of Tender - Part I - Method of providing the Contract Deposit.
- (p) The Compliance Schedule.

Tender Ref.: ICAC/TG2/2024

To: the Government

Dear Sir/Madam,

### Non-collusive Tendering Certificate

1. (name of the Tenderer) \_\_\_\_\_ of  
I/We, (address(es) of the Tenderer) \_\_\_\_\_

refer to the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender. Unless specified otherwise, capitalized terms used herein shall have the meaning as ascribed to them in the tender documents issued in respect of the Invitation to Tender.

#### Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:

- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit, or not submit, any Tender;
  - iv) an intention or decision to withdraw any Tender;
  - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
  - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
  - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
  - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
  - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
  - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
  - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
  - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
  - (g) any person other than the Government, provided that the Government has given prior written consent.

#### Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/we understand that I am/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

#### Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 32.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 32.3 to 32.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is a serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed by an  
authorised signatory for and on behalf :  
of the Tenderer

Name of the authorised signatory :  
(where applicable)

Title of the authorised signatory :  
(where applicable)

Date :