

PART SIX

PRESCRIBED FORMS
ANNEXED TO THE
GENERAL CONDITIONS OF CONTRACT

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 1 - FORM OF TENDER

Price Proposal

FORM 1

FORM OF TENDER

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 1 - FORM OF TENDER

Price Proposal

To : Hong Kong Sheng Kung Hui Welfare Council Limited
12/F, 112 Kennedy Road, Wan Chai, Hong Kong

From : _____ (Name of the Tenderer)

_____ (Company Address)

Tender Ref: ITSD-2112-SR0391

Re: Provision of System Design, Development and Implementation Services (WTSDHC)

1. Unless otherwise specified, words and expressions used in this Form of Tender shall have the same meanings assigned to them in the General Conditions of Contract.
2. I/We, having examined the Tender Documents, raised all necessary queries with the Welfare Council and obtained all necessary information for the requirements of the System do hereby offer to undertake the Services and Works and provide the System in accordance with the Contract for

Category A: the Contract Price of Hong Kong Dollars
..... (HK\$.....);

Category B: the Contract Price of Hong Kong Dollars
..... (HK\$.....);

Category C: the Contract Price of Hong Kong Dollars
..... (HK\$.....);

The Contract Price is a fixed lump sum price not subject to any adjustments.

3. I/We undertake, if my/our Tender is accepted, to commence the Services on the date for commencement as notified or deemed to be notified to us by the Welfare Council.
4. I/We hereby agree to abide by this Tender for a period of 90 calendar days from the date fixed for submitting the Tender and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
5. I/We understand that, if my/our Tender is accepted, my/our Tender together with your Letter of Award confirming acceptance thereof, shall constitute a binding contract between us and regardless of whether a formal contract has been executed by all the parties thereto. I/we shall have to fully observe and comply with all the terms and conditions of the Contract on the part of the Contractor to be observed and complied with as if they had been executed.
6. Upon your request, I/we shall forthwith execute the formal agreement on the same terms and conditions contained in the Contract with its Prescribed Forms and Schedules, as modified by the Welfare Council.
7. I/We understand that the binding contract constituted by my/our Tender and your Letter of Award is personal to me/us and save with your prior written consent, neither the benefit nor the obligation thereof shall be assigned, novated or transferred by me/us nor shall the subject matter hereof be made the subject of any charge or encumbrance.
8. I/We agree that if the Welfare Council requests me/us to execute a formal contract and I/we fail to

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execute the same and/or make any additions, deletions and/or modifications on the formal contract and return the same to the Welfare Council, the Welfare Council shall be entitled to revoke its acceptance of this Tender without prejudice to all other rights at law or otherwise which the Welfare Council may have against me/us including to seek specific performance and/or damages from me/us.

9. I/We also warrant and undertake that:

- (a) As at the time of submission of the Tender and other than the Excepted Communications referred to in this clause, I/we have not communicated to any person other than the Welfare Council the Price Proposal nor any other details of my/our Tender, nor have I/we adjusted the amount of the Price Proposal by arrangement with any other person, made any arrangement with any other person about whether or not I/we or any other person would tender, or otherwise colluded with any other person in any manner whatsoever AND I/we undertake that at no time after the submission of my/our Tender until after the Contract award by the Welfare Council, or until the Tender is cancelled, whichever is first, and other than the Excepted Communications referred to in this clause, I/we will not communicate to any person other than the Welfare Council the Price Proposal or any other detail of my/our Tender, nor shall I/we adjust the amount of the Price Proposal by arrangement with any other person or otherwise collude with any other person in any manner whatsoever. For the purpose of this clause, the expression "Excepted Communications" means my/our communications in strict confidence with my/our own insurers or brokers to obtain an insurance quotation for the purposes of my/our Tender and communications in strict confidence with my/our sub-contractors and professional advisers to solicit their assistance in the preparation of my/our Tender submission and the computation of the Price Proposal.
- (b) I/we* have/do not have any* direct or indirect financial, personal or other interests relating to or arising from the duties to be performed for the Services and which conflict or compete, or may appear to conflict or compete, with any interest of the Welfare Council. Should such a conflict arise in future during the term of the Contract for the Services with the Welfare Council, I/we* will inform the Welfare Council immediately. (If there is such a conflict, please provide details as an attachment to this Form 1.)
- (c) I/we* have/do not have* outstanding or threatened claim, distress, legal action, litigation, proceeding, suit, prosecution, investigation, enquiry or arbitration which may have a bearing on my/our performance of the Services. I/We* also understand that the Welfare Council reserves the right to terminate the Contract with me/us* if it is subsequently found that I/we* have the aforesaid instance that had not been disclosed to the Welfare Council. (If there is such an instance, please provide details as an attachment to this Form 1.)
- (d) I/we* have/do not have* records of convictions under the Employment Ordinance, Employees' Compensation Ordinance and the Immigration Ordinance or any other relevant ordinance which may have bearing to my/our performance required for the Services for the 12-month period preceding the closing date for the submission of Tender. I/We* also understand that the Welfare Council reserves the right to terminate the Contract with me/us* if it is subsequently found that I/we* have such convictions that had not been disclosed to the Welfare Council. (If there is such a conviction, please provide details as an attachment to this Form 1.)
- (e) I/We* undertake to hold in strict confidence of all information relating to the Invitation for Tender or the Services that I/we* have access to or otherwise come to my/our* knowledge and not to divulge or disclose any such information without first obtaining the Approval of the Welfare Council and undertake not to take Advantage^{#1} of such information whether or not for personal

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gain.

- (f) I/We* undertake not to offer, solicit or accept, directly or indirectly, any Advantage^{#1} as defined under the Prevention of Bribery Ordinance, in connection with or arising from the Request for Tender or the Services.
- (g) I/We* consent and hereby authorise the Welfare Council to investigate and verify information provided in relation to this submission of Tender with any third parties.
- (h) This warranty and undertaking shall be irrevocable and shall be binding upon me/us until the Tender award or until the Tender is cancelled, whichever is first. It shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

10. Non-Disclosure and Confidentiality Undertaking ("NDC Undertaking")

10.1 If we are appointed as Welfare Council's Contractor for **PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND IMPLEMENTATION SERVICES ("Services")**, Welfare Council may furnish us with information, data and materials which may be non-public, confidential or proprietary in nature, whether in written or verbal, tangible or non- tangible, technical or non-technical form, including (without limitation) financial data, technical data, business data, customers data, promotions and strategies and/or personal data (for the purposes of the Personal Data (Privacy) Ordinance) (collectively, "Confidential information"). The Confidential Information to be provided to me/us is solely for completion of the Services.

10.2 In consideration of the Confidential Information made available to facilitate the discharge of my/our duty and obligations as your Contractor to provide the Services, I/We agree, warrant and undertake the following: -

- (a) all Confidential Information shall be kept in the utmost and strictest confidence and shall not in any event, without your prior written consent, be disclosed by me/us, my/our affiliates, employees, agents or representatives to any third party or parties but only to the extent which is necessary for the proper performance and discharge of my/our duties and obligations for providing the Services;
- (b) all Confidential Information shall at all times be kept in safe custody and with proper and prudent security device to protect the same against loss, virus attack, theft, damage, fire or other risks or forms of damage;
- (c) no Confidential Information shall be copied or reproduced or retained by any person, other than in the proper performance of my/our duties and obligations for providing the Services;
- (d) the Confidential Information will be used solely for the purpose of discharging my/our duties and obligations for providing the Services;
- (e) my/our affiliates, employees, agents or representatives who receive in whole or in part the Confidential Information will be so advised of its confidential nature;
- (f) the Confidential Information (including any copies or duplicate versions in whatever form) which my/our affiliates, employees, agents or representatives have received, stored or kept will, upon your request, be promptly surrendered and returned to you;
- (g) I/we shall not: -

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(i) without your prior written consent, directly or indirectly release, disclose or publish, or permit, cause or procure the disclosure or publication of, or otherwise bring to the knowledge of other persons, firms or corporations, any Confidential Information whatsoever;

(ii) procure, cause, permit or allow Confidential Information to be circulated or released to any third party or parties howsoever whether before or after cessation or otherwise completion of providing the Services; and

(iii) make use of or allow or suffer to be made use of all or any of the information contained in any Confidential Information either by me/us or any of my/our affiliates, employees, agents or representatives or any other person for any purpose other than for my/our proper performance and observance of the duties and obligations in connection with providing the Services;

(h) I/we shall procure or ensure that my/our affiliates, employees, agents or representatives or any other relevant third parties: -

(i) are notified of the confidential or proprietary nature of the information, data, and materials (including without limitation the Confidential Information) that we furnished;

(ii) shall comply and shall take all reasonable actions to procure and ensure their compliance with the confidentiality obligation in this NDC Undertaking and any other service agreement which may be concluded between us in connection with the Services; and

(iii) are of good character with no criminal records or otherwise unsuitable for the handling of the Confidential Information;

(i) upon your request I/we will replace any of my/our employees, affiliates, agents or representatives, who do not comply with any of the above requirements, to provide the Services.

10.3 I/We warrant, represent and undertake that in performing my/our duties and obligations for providing the Services, I/we do not and will not contravene the Personal Data (Privacy) Ordinance or any laws of the Hong Kong SAR or any other applicable jurisdictions and shall procure my/our employees, affiliates, agents and representatives who provide and perform the Services to act likewise.

10.4 I/We agree and undertake that I/we shall allow the Welfare Council's authorised representatives and auditors to have access to my/our premises to review the operations and controls of my/our performance of Services to ensure my/our compliance of this NDC Undertaking at your request from time to time.

10.5 I/We agree and undertake to fully indemnify Welfare Council from and against any loss, damages, actions, claims, demands, proceedings, costs and expenses arising out of or in connection with any breach or non-performance on my/our part of any of my/our obligations or undertakings under this NDC Undertaking. This shall be without prejudice to your right to seek injunctive or any other equitable form of relief to restrain a breach.

10.6 I/We further agree that: -

(a) no delay or failure in exercising of any right, power or privilege under this NDC Undertaking by Welfare Council shall operate as a waiver, and that no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege herein; and

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(b) money damages would not be a sufficient remedy for any breach of this NDC Undertaking by my/our affiliates, employees, agents or representatives and that we shall be entitled to specific performance and/or injunctive or other equitable relief as a remedy for such breach.

- 10.7 This NDC Undertaking shall survive the expiry of the agreement signed in connection with the Services and the completion of the Services.
- 10.8 If at any time any provision hereof is or becomes illegal, invalid or unenforceable the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Nothing contained in this NDC Undertaking will be construed as granting or conferring any rights by licence or otherwise in the Confidential Information by Welfare Council to me/us except for use of such Confidential Information as expressly provided herein or in the any other service agreement or letter or document mutually agreed and signed in connection with provision of the Services. This NDC Undertaking shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Confirmed & Signed by:-

Name of the Tenderer: ^{#2}		_____
Address of Tenderer: ^{#2}		_____ _____
Authorised Signature for Tender: ^{#3}		_____
Name in Block Letter of the Authorised Person:		_____
Position / Title:		_____
Date:		_____
Company Chop:		_____

*Delete where inappropriate

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#1. "Advantage" under the Prevention of Bribery Ordinance, Cap.201, the Laws of Hong Kong SAR means

(a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description; (b) any office, employment or contract; (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted; (e) the exercise or forbearance from the exercise of any right or any power or duty; and (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e), but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap 554), particulars of which are included in an election return in accordance with that Ordinance.

#2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.

#3. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.

FORM 2

SCHEDULE OF PRICE

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 2 – SCHEDULE OF PRICE

Price Proposal

- | | | |
|-----------------------------|-------|---|
| Definition | 1. | “approved” means approved in writing by the Welfare Council’s Representative before the cost, remuneration or expense is incurred. |
| Basis of the Contract Price | 2.1 | The remuneration of the Contractor for the supply of the System, performance of the Services and the execution of the Works and the completion of the Project, subject to the limitations, reservations and adjustments in other provisions in the Payment Schedule shall be the Total Contract Price in the sum of Hong Kong Dollars stated in Form 1 . |
| | 2.2 | Total Contract Price is a fixed lump sum price not subject to any adjustments and comprises the supply of the System and the execution of the Services and the Works ascertained by reference to the Contract as a whole. |
| Expenses | 3. | The Contract Price shall be inclusive of all licence fees, subscription fees, software, hardware, services fees, labour, design, equipment, apparatus, management, insurance, supervision, materials, transportation and delivery, and other charges and expenses incurred in the supply of the System and performance of the Services and Works NOT subject to any adjustment for rises or falls in the cost of labour, plant and materials or currency fluctuations occurring during the performance of the Services or the Works. The Contractor shall not be reimbursed any out-of-pocket expenses save and except those out-of-pocket expenses relating to additional services which the Contractor could not reasonably have anticipated at the time of entering into the Contract and provided that the proper written approval of the Welfare Council’s Representative has been obtained with supporting receipts, invoices or other evidence of payment. |
| Interim Payment | 4.(a) | Interim payments on account of the Contract Price stipulated in Paragraph 2 shall be made in such amounts and at such times as are set out in the Payment Schedule referred in Paragraph 5. |
| | 4.(b) | The Payment Schedule is subject to adjustment at any time as may be required by the Welfare Council’s Representative in agreement with the Contractor with reference to the time for completion of the respective Deliverables and/or parts of the Services. |

FORM 2 – SCHEDULE OF PRICE

Price Proposal

Payment
Schedule

5. All payments shall be made within 30 days after the receipt of the Contractor's invoices. The Contractor shall only be entitled to apply for payment and issue its invoices to the Welfare Council after the completion and the Welfare Council's written acceptance of the respective deliverable or part or parts of the Services in accordance with the following: -

Payment Milestones for the Services provided under Table A

Payment Milestone	Description	Payment Condition	Payment in HKD (% of Total in Table A^{#1})
Milestone 1	Project Plan Ready	Agreed Project Plan	15%
Milestone 2	Soft Launch	Soft Launch with UAT signoff	30%
Milestone 3	UAT acceptance for Official Launch	UAT signoff for system ready for Official Launch	30%
Milestone 4	Official Launch	Official Launch	25%
		Total:	100%
Milestone 5	Hardware ^{#2}	Pay on Delivery (with signed delivery note)	Payment for delivered hardware

Remark:

#1: Excluding "item 2- Hardware and related service"

#2: Referring to "item 2- Hardware and related service" and the hardware will be purchased according to agreed procurement plan

Contract Price
Breakdown

6. A breakdown of the Contract Price is as specified in the tables below.

FORM 2 – SCHEDULE OF PRICE

Price Proposal

	Category A	
Table A – Total Contract Price		
Item	Description – Solution Implementations, Maintenance and Support	All-inclusive Contract Price (HK\$)
1	Total Solution include the following but not limited to a) System Analysis and Design b) Development c) Testing d) Training e) Implementation ready for Soft and Official Launch f) Soft and Official Launch Please specify the no. of license for package software if applicable	
2	Hardware and related service a) Ready Hardware with system software plan to fulfil user requirements b) Purchase hardware with system software according to hardware plan c) Installation service Please breakdown and specify the quantity/set(s) of hardware and system software licenses included	
3	Warranty Services until End of Defects Liability Period (DLP) a) Licence fees if necessary b) Ongoing App Store / Google Play Store charges if necessary c) Warranty Services (software) d) Warranty Services (hardware)	
	Supplement if necessary	
	Total Contract Price (Category A) : (carried forward to Schedule of Price Paragraph 2.1 above)	
Table B – Optional Service and items		
1	System Enhancement including but not limited to new feature, system fine tuning, report enhancement (Please specify service scope for the offer)	
2	Healthcare Data Measuring Devices for Category A (Please specify and breakdown by devices)	
3	Consumables (e.g. pre-printed membership cards, printer ribbon) (Please specify and breakdown by consumables)	
4	Procure and setup required Servers together with required software licenses for systems with 3 years warranty (Please specify the brand and specification for your offer)	
	Supplement if appropriate	

FORM 2 – SCHEDULE OF PRICE**Price Proposal**

	Category B	
Table A – Total Contract Price		
Item	Description – Solution Implementations, Maintenance and Support	All-inclusive Contract Price (HK\$)
1	Total Solution include the following but not limited to a) System Analysis and Design b) Development c) Testing d) Training e) Implementation ready for Soft and Official Launch f) Soft and Official Launch Please specify the no. of license for package software if applicable	
2	Hardware and related service a) Ready Hardware with system software plan to fulfil user requirements b) Purchase hardware with system software according to hardware plan c) Installation service Please breakdown and specify the quantity/set(s) of hardware and system software licenses included	
3	Warranty Services until End of Defects Liability Period (DLP) a) Licence fees if necessary b) Ongoing App Store / Google Play Store charges if necessary c) Warranty Services (software) d) Warranty Services (hardware)	
	Supplement if necessary	
	Total Contract Price (Category B) : (carried forward to Schedule of Price Paragraph 2.1 above)	
Table B – Optional Service and items		
1	System Enhancement including but not limited to new feature, system fine tuning, report enhancement (Please specify service scope for the offer)	
2	Procure and setup required Servers together with required software licenses for systems with 3 years warranty (Please specify the brand and specification for your offer)	
	Supplement if appropriate	

FORM 2 – SCHEDULE OF PRICE

Price Proposal

	Category C	
Table A – Total Contract Price		
Item	Description – Solution Implementations, Maintenance and Support	All-inclusive Contract Price (HK\$)
1	Total Solution include the following but not limited to a) System Analysis and Design b) Development c) Testing d) Training e) Implementation ready for Soft and Official Launch f) Soft and Official Launch Please specify the no. of license for package software if applicable	
2	Hardware and related service a) Ready Hardware with system software plan to fulfil user requirements b) Purchase hardware with system software according to hardware plan c) Installation service Please breakdown and specify the quantity/set(s) of hardware and system software licenses included	
3	Warranty Services until End of Defects Liability Period (DLP) a) Licence fees if necessary b) Ongoing App Store / Google Play Store charges if necessary c) Warranty Services (software) d) Warranty Services (hardware)	
	Supplement if necessary	
	Total Contract Price (Category C) : (carried forward to Schedule of Price Paragraph 2.1 above)	
Table B – Optional Service and items		
1	System Enhancement including but not limited to new feature, system fine tuning, report enhancement (Please specify service scope for the offer)	
	Supplement if appropriate	

Important Notes for all Categories:

- The total Cost Value in Total Contract Price (provided in **Table A**) is a fixed lump sum fee to undertake the Services and Works and provide the System in accordance to Specifications stated in Tender together with Statement of Compliance and, shall not be subject to any adjustment.
- Orders for the Optional Service and Items **under Table B** will be placed by the Welfare Council on an “as and when required” basis during the contractual period. The Welfare Council has no duty or obligation to purchase any and all proposed items and services provided by the Contractor.

FORM 2 – SCHEDULE OF PRICE

Price Proposal

- | | | |
|---------------------------------|----|---|
| Reduction of the Contract Price | 7. | Where it is determined by the Welfare Council's Representative that there is a reduction in the Services or Works for which payment is to be made by means of an all-inclusive payment, then such all-inclusive payment shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Contractor in accordance with the Contract and that reference may be made to the rates in Paragraph 6 for assessment of the appropriate cost deduction. |
| Payment for Delays | 8. | Where it is determined by the Welfare Council's Representative that the Contractor is entitled under Clause 7 of the General Conditions of Contract to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined pursuant to the said Clause 7 by the Welfare Council and may be either a lump sum or on a time charge basis. |

FORM 3

FORM OF PREVIOUS EXPERIENCE IN SIMILAR PROJECT

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 3 – FORM OF PREVIOUS EXPERIENCE IN SIMILAR PROJECT**Technical Proposal**

The Tenderer shall provide the details of the Tenderer's relevant experience in providing similar services to the Services.

The Tenderer may provide reference letter(s) issued by clients; or hyperlink(s) to the website(s) of clients together with valid contact email address of clients so that the Welfare Council would be able to make contact with clients and verify about the job performed.

The Tenderer shall indicate whether the provided project references were directly contracted with the Tenderer, or with any of the proposed sub-contractor(s) or subsidiaries.

In the case where experience of sub-contractor(s) or subsidiaries is provided for the Welfare Council's consideration, the Tenderer must describe the involvement and resource commitments from the sub-contractor(s) or subsidiaries in providing the Services.

Track Record Number	Project Name & Location	Primary Contractor	Brief Project Description	Highlight service scopes	Project Start Date (Year/Month)	Project Completed? (Yes / No)	Project Duration (Months)	Total Contract Value (HK\$)
1								
2								
3								
4								
5								
Please add new rows if needed.								

Note: The above Project Experience will be taken into consideration during the tender assessment.

FORM 4

BILL OF MATERIALS AND PRODUCTS INFORMATION

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 4 – BILL OF MATERIALS AND PRODUCTS INFORMATION

Technical Proposal

Instructions:

1. This Attachment consists of the following tables for specifying the **Bill of Materials and Product Information** for the System under different categories:
 - **Table 1** specifies all hardware configurations and specification proposed for the System under fixed price proposal.
 - **Table 2** specifies all application software and licences proposed for the System under fixed price proposal.
 - **Table 3** specifies all services included under the fixed price proposal
 - **Table 4** specifies all optional service and items offered in the tender reply
2. The specification for the Bill of Materials shall include each of the non-production system environments and the Production system environment as laid down in the tables below.
3. Tenderers shall submit with the product information such as catalogues, brochures and technical specifications as well as business registration certificate. Additional copies may be requested for the Welfare Council to facilitate easy reference and ordering purpose.
4. Price information will only be provided in Form 2 Schedule of Price. No price information is provided in this Form 4 Bill of Materials and Products Information.

FORM 4 – BILL OF MATERIALS AND PRODUCTS INFORMATION**Technical Proposal****Category A**

Category A			
Table 1 – Hardware under Fixed Price Contract			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, etc)		Quantity
(List all hardware included)			
Table 2 – Software and Licences under Fixed Price Contract			
Description	Licence No./ conditions e.g. no. of users allowed	Details (Please specify the software licence type, name and manufacturer, specification, etc.)	Quantity (sets)
(List all software/ licences included)			
Table 3 – Services included in Fixed Price Contract			
Description	Details (Please specify service scope etc)		Quantity
(List all services included)			
Table 4 – Optional Services and Items offered			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, service scope, license name etc)		
(list all optional hardware/ software/ services offered)			

FORM 4 – BILL OF MATERIALS AND PRODUCTS INFORMATION**Technical Proposal**

Category B			
Table 1 – Hardware under Fixed Price Contract			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, etc)		Quantity
(List all hardware included)			
Table 2 – Software and Licences under Fixed Price Contract			
Description	Licence No./ conditions e.g. no. of users allowed	Details (Please specify the software licence type, name and manufacturer, specification, etc.)	Quantity (sets)
(List all software/ licences included)			
Table 3 – Services included in Fixed Price Contract			
Description	Details (Please specify service scope etc)		Quantity
(List all services included)			
Table 4 – Optional Services and Items offered			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, service scope, license name etc)		
(list all optional hardware/ software/ services offered)			

FORM 4 – BILL OF MATERIALS AND PRODUCTS INFORMATION**Technical Proposal**

Category C			
Table 1 – Hardware under Fixed Price Contract			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, etc)		Quantity
(List all hardware included)			
Table 2 – Software and Licences under Fixed Price Contract			
Description	Licence No./ conditions e.g. no. of users allowed	Details (Please specify the software licence type, name and manufacturer, specification, etc.)	Quantity (sets)
(List all software/ licences included)			
Table 3 – Services included in Fixed Price Contract			
Description	Details (Please specify service scope etc)		Quantity
(List all services included)			
Table 4 – Optional Services and Items offered			
Description	Details (Please specify the Manufacturer/ Model No. and Brand Name, Specification, service scope, license name etc)		
(list all optional hardware/ software/ services offered)			

FORM 5
STATEMENT OF COMPLIANCE

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 5 – STATEMENT OF COMPLIANCE

Technical Proposal

Statement of Compliance

This Statement of Compliance serves the purpose to provide quick check and reference on key requirements compliance for the purpose of assessment. Tenderer's proposal is deemed to comply with all requirements stated in tender documents unless tenderer explicitly specifies otherwise.

Technical and Service Standard Key Requirements are listed in the attached excel.

The following table illustrates the information required for your compliance.

Section	Requirements	Comply (Y/N)	IF COMPLY, please elaborate and put down the related sections/pages in your tender reply	IF NOT COMPLY, please explain
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Part 7 Schedule 1 - Sections

- 1
- 2

Tenderer is required to submit the Form 5 Statement Of Compliance with the below Attachment 1.



Form 5 -
Attachment 1 Stat

- Notes:
- 1) The first and second column contains the requirements in the Service Specifications.
 - 2) The third column contains the compliance statement itself and in respect of every statement in the Service Specifications compliance is to be indicated using the following:
 - Y - fully compliant
 - N - non compliant
 - 3) The forth column shall elaborate the proposed solution for the fully compliant
 - 4) The fifth column shall state non-compliant/partial compliant item(s) / any comments/remarks

FORM 6 – DECLINATION LETTER OF TENDER

FORM 6

DECLINATION LETTER OF TENDER

**PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND
IMPLEMENTATION SERVICES
(WTSDHC)**

FORM 6 – DECLINATION LETTER OF TENDER

To: Hong Kong Sheng Kung Hui Welfare Council Limited

RE: PROVISION OF SYSTEM DESIGN, DEVELOPMENT AND IMPLEMENTATION SERVICES (WTSDHC)
(Tender Ref: ITSD-2112-SR0391)

Closing Date: 21 February 2022 (12:00 noon)

Dear Sir,

Thank you for invitation to tender / quotation under the above reference.

This is to advise you that we are unable to make an offer for the following reason(s):-

- ☐ The products / services you are looking for does not fall into our line of business
- ☐ Our products / services cannot meet your specifications
- ☐ The products / services are no longer available
- ☐ The products / service schedule cannot be met.
- ☐ Shortage of resources at this moment.
- ☐ Others (please specify if possible): _____

Name of the Tenderer:^{#1}

Address of Tenderer:^{#1}

Authorised Signature for Tender:^{#2}

Name in Block Letter of the
Authorised Person:

Position Held / Title:

Date:

Company Chop:

FORM 6 – DECLINATION LETTER OF TENDER

- #1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or, as the case may be, companies.
- #2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or, as the case may be, companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or, as the case may be, company.