

## Baptist Oi Kwan Social Service Tender for the Implementation and Maintenance of the ReFresh E-Platform System

### 1 Introduction

- 1.1 Baptist Oi Kwan Social Service (“BOKSS”) is one of the non-profit organizations (“NGO”) in Hong Kong providing multiple services in meeting different needs in the community.
- 1.2 The BOKSS wishes to appoint a service provider (the Service Provider) for the implementation and ongoing maintenance services for the ReFresh E-Platform System (the Project).

### 2 Background

- 2.1 With the recent social moment in Hong Kong, a lot of research has found that this has resulted many negative impacts on the psychological health for local residents, especially for adolescents and young adults. According to the Hong Kong Mental Morbidity Survey, the prevalence rate of "Common Mental Disorder" (CMD) is 13.3%, and the prevalence rate of "Severe Mental Illness" (SMI) is 2.5%. It is estimated that there are about 1.2 million Hong Kong people suffering from mental illness of varying degrees.
- 2.2 The lingering of the COVID-19 pandemic has further aggravated the poor mental health of Hong Kong people. Unlike many infectious diseases which are much easier for patients to notice when they are sick, there is no vaccine for mental illness. There are also profound social and system barriers that stop people seeking help for ill mental health. Examples are social discrimination, prejudice against mental illness, busy lifestyle, medical side effects, service limitations, etc.
- 2.3 This calls for the need for the provision of new platform for mental health services to provide easy access. Such platform can make use of objective tools like scientifically verified online self-tests for clients to have better understanding of their mental health condition, as well as access to professional support without seeking such services in person. In addition, many foreign studies have confirmed that e-mental health service and e-learning courses can effectively assist clinical treatment. If support services are provided right at the start when symptoms of ill mental health surface, the intervention would be much more effective and help to contain the development of further aggregation of the mental health problem. This would also help relieving the impact of shortage of professional practitioners and burnouts of frontline staff in supporting clients.

### 3. Objectives of Re-Fresh e-Platform System

- 3.1 The Re-Fresh e-Platform System aims to –
  - a. Provide an on-line platform to facilitate easy access to users who have needs for information and knowledge for mental well-being and, if necessary, seeking professional helps.

- b. Provide an early response to, and identification of emotional wellbeing and mental health problems, leading to improved well-being, prevention of symptom escalation and provision of the right care at the right time;
- c. Encourage the use of self-learning, self-care tools and resources intended to build resilience and self-help routines;
- d. Remove barriers for more vulnerable/disadvantaged/harder-to-reach individuals in seeking mental health services; and
- e. Provide a platform for research and development of evidence-based practices for on-line intervention with partnership and collaboration from the University of Hong Kong.

#### **4. Project Objectives**

##### 4.1 The main objectives are:

- a. to investigate and understand the environment and operation of the Re-Fresh e-Platform System;
- b. to detail the user and technical requirements of the proposed system;
- c. to specify and design the proposed system for use of BOKSS staff, the public and other stakeholders;
- d. to implement the design and recommendations from (c) above, carry out the physical system design, develop programs, test and install the system and proceed to live implementation; and
- e. to provide ongoing support and maintenance of the system and implement change requests till the end of the Project Period (see Clause 5.2 below).

4.2 On the completion of each phase as detailed in the implementation schedule below, the respective modules of the proposed system (including the hardware, software and procedures documentation) should be ready for use by the BOKSS and targeted users from public.

##### 4.3 The main objectives of the ongoing support and maintenance services are:

- a. to support users, maintain ReFresh e-Platform System and ensure reliable and satisfactory operations to meet the service level requirements; and
- b. to maintain and update the system documentation to reflect the latest production system on completion of each change request.

#### **5. Scope of Service**

5.1 The service shall consist of the system development, installation, nursing, bug fix, maintenance, testing, documentation, migration, training and other necessary services. For more details, please refer to Appendix 1).

- 5.2 The Project shall run from the date a Service Provider is appointed until 31<sup>st</sup> December 2023, both dates inclusive (“Project Period”).

## 6 Submission of Proposal

- 6.1 The proposal to be submitted shall be enclosed in sealed envelopes as specified below -
- a. One envelope containing **seven** identical paper copies and **one soft copy of Price Proposal** stored in a CD-ROM, in the format of Annex 1 Form 3 duly completed, signed and dated. This envelope shall be marked “Price Proposal for the ReRefresh e-Platform System”.
  - b. One envelope containing **seven** identical paper copies and **one soft copy of Technical Proposal** stored in a CD-ROM, in the format of Annex 4 Form 7 duly completed, signed and dated. This envelope shall be marked “Technical Proposal for the ReRefresh e-Platform System”
  - c. The envelopes submitted in pursuance to (a) and (b) above shall then be enclosed in a covering envelope. This covering envelope shall be marked “Tender Submission for ReRefresh e-Platform System”.
  - d. In the event of any discrepancy found between the hardcopy and softcopy, the hardcopy version shall prevail.
- 6.2 The **Price Proposal** shall cover the total fee to be charged for both implementation and maintenance services throughout the Project Period. It should quote the price for each item stated in Hong Kong Dollars to be charged to the BOKSS. Service providers should make certain the fees quoted are accurate before submitting their proposals. Under no circumstances will the BOKSS accept any request for fee adjustment on the grounds that a mistake has been made in the fee quoted. The Price Proposal should include all the fees and costs involved in the project, including all service fees, design fees and license fee if necessary. Service providers shall provide detail break downs and unit rate of items covered in the Price Proposal.
- 6.3 The **Technical Proposal** shall include the following information:
- (a) A project plan showing the project stages and milestones, tasks, their dependencies and relationships, the deliverables, and the schedule start date and completion date of each stage and task. A milestone for team formation should also be included;
  - (b) The name, telephone number and email address of the contact person, as well as names of staff who will be responsible for this Project and form the service team, together with his/her curriculum vitae;
  - (c) An account of the relevant experience, track record and documentary evidence in providing similar service to organizations of similar size to the BOKSS or in the NGO sector in Hong Kong in the past five years;

- (d) The proposed project team composition, including the number of personnel; his/her staff category or role in the project; curriculum vitae of all project team members (including each member of the pool of backend support) covering their academic and professional qualifications, job history and working experience, skills, and their responsible areas and duties with respect to the Project;
- (e) Concise description including the table of contents for each written deliverable;
- (f) Declaration of any involvement or interest that may give rise to actual, potential or perceived conflict with the Service to be provided;
- (g) Confirmation of Non-Collusive Quotation;
- (h) Declaration that all software possessed or used by the Service Provider in the delivery of services under the project are licensed software;
- (i) Any other information the Service Provider considers relevant to the Project.

**6.4 The fees to be quoted in the Price Proposal must not appear in any part of the Technical Proposal.**

6.5 The full set of documents as stipulated by Clause 6.1 shall be deposited in the Tender Box of the BOKSS on or before the tender closing time and date. **Late submissions or submissions in other formats or by other means or that do not comply with the conditions as per Clause 6.1 to 6.4 above will not be accepted for evaluation.**

6.6 The submitted Proposals will be kept by the BOKSS for its records irrespective of whether the Service Provider is selected for appointment. No Proposal will be returned to the Service Providers under any circumstances.

6.7 If a proposal does not conform to the required specifications in this Document, the Service Provider should provide full details of its alternative offers. The BOKSS reserves the right to accept or reject such offers.

6.8 The BOKSS may reject a Proposal which is so low in price that it may, in the BOKSS's opinion, adversely affect the Service Provider's ability to fulfill all requirements in the Specification Requirement.

6.9 The BOKSS reserves the right to disqualify any Service Provider who submits a Proposal that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned in the Service Specification at Appendix 1.

6.10 The BOKSS reserves the right to suspend, not to proceed or cancel this tender at any time without prior notice. Without prejudice to the BOKSS's right to cancel the tender, where there are changes of requirement after the Tender Closing Time for operational or any other reasons, the BOKSS is not bound to accept any conforming Proposals. The BOKSS is at its liberty to decline acceptance of any Service Provider and the BOKSS will not be responsible for any costs originating out of or incidental to the preparation and submission of any Proposals.

## 7 Assessment of Proposals

7.1 The proposal for each conforming bid will be assessed by a tender board. The assessment will solely base on information submitted for the technical proposal and price proposal. The technical score assessment will base on a set of pre-determined criteria including the firm's experience and expertise in the subject matter; the related knowledge and experience of the nominated project team members, the proposed methodology and approach etc.

7.2 The technical to price ratio to be adopted for the assessment of proposal in this tender is **50:50**. The following method will be adopted for calculating the technical and price scores in tender evaluation –

$$\text{Technical score for a conforming bid} = \frac{\text{Technical mark of the tender being assessed}}{\text{Highest technical mark among the conforming tenders}} \times \text{Technical Weighting}$$

The price proposal for each conforming bid will be assessed using the following formula –

$$\text{Price score for a conforming bid} = \frac{\text{Lowest tender price among the conforming tenders}}{\text{Tender price of the tender being assessed}} \times \text{Price Weighting}$$

7.3. The following marking scheme will be used for the technical score assessment –

	Assessment Criteria	Relative Weight
(a) Tenderer experience	Tenderer has previous experience in developing e-learning, video-chatting, mobile applications, on-line assessment, case management system and understanding of the business area, with reference to the details of experience quoted such as the business area covered and scope of projects, size of project team involved and their qualifications and experience and resources spent on project.	10%
(b) Project team	(i) Project team as a whole is capable of providing a correct mix of professional expertise and practical experience in implementing and supporting web-based solution, e-learning, etc	10%
	(ii) Key member of the project team must be stationed in Hong Kong with at least the Project Leader available full time in Hong Kong at any one time of the proejct. Project team member assigned for specific parts of the implementation must be stationed full time in Hong Kong until completion of the specific task/deliverable.	10%
(c) Key Members of the Project team	(i) The designated Project Leader has at least 5 years of IT experience and track records in the implementing web-based solution for social service organisations, which must include experience in project management.	10%
	(ii) At least one of the proposed system analysts/business analysts possesses 3 years of experience and business knowledge in the relevant area.	10%

	<b>Assessment Criteria</b>	<b>Relative Weight</b>
	(iii) At least one of the proposed team members possesses extensive technical knowledge and expertise (preferably with proven working experience and qualifications) relevant to the operating environment for web-based solution or mobile apps solution	10%
(d) Methodology	Methodology to be adopted reflecting the tenderer's understanding of the services required and shows logical steps, achievable stages and a realistic approach applicable to the environment of the BOKSS.	10%
(e) Project Plan	Proposed project plan is reasonable and realistic for completing the project in terms of resources input, duration and output.	10%
(f) Support Team for ongoing support	(i) Support team as a whole is capable of providing a correct mix of professional expertise and practical experience for ongoing support of web applications  (ii) Key member of the support team must be stationed in Hong Kong and available full time in Hong Kong at any one time for emergency until completion of the contract.  (iii) Performance pledges in responding to users' enquiries, problems identified and bug fixed.	10%
(g) Deliverables	Proposed deliverables demonstrate a comprehensive review and adequate coverage in line with the objectives, terms of reference, scope of the project, and support plan as detailed in the requirement specification of the tender.	10%
	<b>Total technical score</b>	<b>100%</b>

7.4 The tenderers may be required, at their own costs and expenses, to arrange for the nominated project team members to meet the panel to present their proposal and clarify any point made in their submissions.

7.5 The bid with the highest combined technical and price score will be selected to implement the ReRefresh e-Platform System. However, the BOKSS is under no obligation to discuss the Proposal assessment result with any Service Provider.

## 8 Sub-contracting

8.1 The Service Provider shall provide all professional services required for the satisfactory completion of the Project. The BOKSS will not pay any additional fees or expenses for the provision of the services other than those contracted in response to this tender invitation.

8.2 The Service Provider shall obtain the prior written consent of the BOKSS before sub-contracting. If any part of the Project is sub-contracted to any person with the BOKSS's approval, the Service Provider shall remain liable for any act or omission of any such person as if such act or omission were its own.

## 9 Declaration of Interest

- 9.1 During the Project Period, the appointed Service Provider and any of its associated companies or sub-contractors or personnel must declare any interest that may be considered to be in any potential, actual or perceived conflict with the Service to be performed. The appointed Service Provider shall not undertake any services which could give rise to conflict of interest.

## **10 Confidentiality**

- 10.1 Service Providers shall not disclose any information in connection with this invitation to tender to any third parties, other than where necessary for the purposes of Proposal preparation or statutory compliance with this invitation for proposal, without the prior written approval of the BOKSS.
- 10.2 All materials and data furnished by or on behalf of the BOKSS in connection with the Project, all information derived from the provision of the Service, and the terms and conditions as set out in this Document shall be treated by the Service Provider as confidential information.
- 10.3 The appointed Service Provider shall not disclose any confidential information to any third parties (including without limitation to any associates or associated persons, directors, officers, employees or agents of the Service Provider who are not responsible for the Project, except to the legal and compliance personnel only on a need-to-know basis) in any circumstances and whether during or after the Project Period without prior written consent from the BOKSS. The appointed Service Provider shall ensure that any persons it engages for the provision of the Service comply with this clause.
- 10.4 The appointed Service Provider shall not advertise or cause to be advertised in whatever manner before, during or after the Project Period its engagement by the BOKSS without prior written consent from the BOKSS.
- 10.5 The appointed Service Provider shall report any actual or suspected breach of confidence to the BOKSS immediately and shall fully and effectively indemnify and keep indemnifying the BOKSS all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with such breach of confidence.

## **11 Intellectual Property Right and Copyright**

- 11.1 Any documents and deliverables produced in the course of providing the Service by the appointed Service Provider (“Materials”) and the copyright and all intellectual property rights in all such documents and deliverables shall be and shall remain the exclusive property of the BOKSS and shall vest in the BOKSS at the time they are created.
- 11.2 In the event and to the extent that any of the Intellectual Property Rights in the Materials is deemed for any reason not to vest in the BOKSS pursuant to Clause 11.1 then the appointed Service Provider shall forthwith, free of charge to the appointed Service Provider, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the BOKSS free of any encumbrance or compensation to the appointed Service Provider.

- 11.3 The appointed Service Provider grants and undertakes to acquire at its sole costs and expense all the requisite consents and licenses for the benefit of the BOKSS, its authorized users, assigns and successors-in-title for the use (including doing any acts restricted by copyright that are stipulated in sections 22 to 29 of the Copyright Ordinance (Cap. 528)) of the Licensed Property incorporated in the Materials for any purposes for which the BOKSS may in its absolute discretion use the Materials. The license to be granted and/or acquired by the appointed Service Provider is irrevocable, non-exclusive, worldwide, royalty-free, perpetual and sub-licensable.
- 11.4 Upon request by the BOKSS at any time during the currency of this Project, and in the event of the expiration or termination of this Project, the appointed Service Provider shall at its sole costs and expenses promptly deliver to the BOKSS all the Materials and all copies of the Materials (save for the deliverables already submitted), then in the appointed Service provider's custody, control or possession, whether in their completed form or not.
- 11.5 The appointed Service Provider hereby waives and undertakes to procure all the authors concerned to waive all moral rights (as referred to in the Copyright Ordinance, Cap. 528) (whether past present or future) in the Materials (including the Licensed Property), such waiver to operate in favor of the BOKSS, its authorized users, assigns and successors-in-title and to have effect upon the vesting of the Intellectual Property Rights in the BOKSS or the grant of the license over the Licensed Property to the BOKSS (as the case may be).
- 11.6 The appointed Service Provider warrants to the BOKSS that:
- 11.6.1 the provision of the Materials or any of the services by the appointed Service Provider in performing this Project, the use or possession by the BOKSS, its authorized users, assigns and successors-in-title of the Materials or any part thereof for any of the purposes contemplated by this Project does not and will not infringe any Intellectual Property Rights of any party;
- 11.6.2 in respect of any materials used by the appointed Service Provider or the appointed Service Provider's team members in the performance of this Project and in respect of which any Intellectual Property Rights are vested in a third party, the appointed Service Provider shall have obtained the grant of all necessary clearances for itself and its team members and for the BOKSS, its authorized users, assigns and successors-in-title authorizing the use of such materials for any of the purposes contemplated by this Project.
- 11.6.3 At the request of the BOKSS, the appointed Service Provider shall, free of charge to the BOKSS, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the BOKSS to enable the BOKSS to obtain, defend and enforce its rights in the Materials.
- 11.7 The BOKSS is not bound to consider an offer from a Service Provider in the event of a claim being received by the BOKSS alleging or the BOKSS having grounds to believe that the Services to be supplied by that Service Provider are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

- 11.8 The provisions of Clauses 11.2 to 11.7 shall survive the expiration or early termination of this Project and shall continue in full force and effect notwithstanding such expiration or termination.

## **12 Disclosure by the BOKSS**

- 12.1 The BOKSS shall have the right to disclose to any person, whenever it considers appropriate, including upon request (written or otherwise) by any third party, and in such form and matter as it considers fit:
- 12.1.1 the fees, costs and expenses payable by the BOKSS for engaging the appointed Service Provider;
  - 12.1.2 the Proposal submitted by the appointed Service Provider; and
  - 12.1.3 the engagement by the BOKSS of the Service Provider under this Project; the names of the sub-contractors appointed by the Service Provider; and description of the Service.
- 12.2 The appointed Service Provider waives and foregoes its rights, if any, to make any claims against the BOKSS for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in connection with any disclosure made by the BOKSS under Clause 12.1.

## **13 Personal Data Privacy**

- 13.1 All personal data as defined in the Personal Data (Privacy) Ordinance (Cap 486) provided in a Proposal will be used for proposal evaluation and contract award purposes. If insufficient and/or inaccurate information is provided, the BOKSS reserves the right to not considering the Proposals concerned.
- 13.2 By submitting a Proposal, a Service Provider is regarded to have agreed to, and have obtained from each individual whose personal data is provided in the Proposal, his/her consent for the disclosure, use and further disclosure by the BOKSS of the personal data for the purposes related to the Project.
- 13.3 Service Providers have the right of access and correction with respect to the personal data stipulated in and in accordance with Sections 18 and 22 as well as Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided by the Service Providers in the Proposals.
- 13.4 Enquiries concerning the personal data collected by means of the Proposals, including in relation to the obtaining of access and correction, shall be addressed to the BOKSS's contact person as set out in Clause 28.1.

## **14 Proposal Negotiation and Acceptance**

- 14.1 The BOKSS reserves the right to accept none or any of the Proposals received in response to this tender. The BOKSS does not bind itself to accept the Proposal with the lowest fee or highest overall mark in its assessment of the Proposals. The BOKSS reserves the right to negotiate with any or all Service Providers about the terms and conditions of the Proposal.
- 14.2 The appointed Service Provider shall receive an indication of acceptance in writing (“Letter of Acceptance”) from the BOKSS. The Letter of Acceptance together with this Document and the Technical Proposal and Fee Proposal (if any) submitted by the appointed Service Provider shall constitute a binding contract (“Contract”). Service Providers who do not receive any notification within the Agreed Validity Period shall assume that their Proposals are not accepted.
- 14.3 In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied:
- 14.3.1 The Letter of Acceptance;
- 14.3.2 Terms and conditions set out in this Document;
- 14.3.3 Technical and Fee Proposals and other documents submitted by the appointed Service Provider as to form part of the Proposal.
- 14.4 The Contract shall commence on the date of the BOKSS’s Letter of Acceptance or such other date as may be specified by the BOKSS (“Contract Commencement Date”).
- 14.5 The BOKSS reserves the right to amend this Document or withdraw the invitation before the acceptance of a Proposal.

## **15 Warranties and Undertakings**

- 15.1 The appointed Service Provider warrants and undertakes to the BOKSS that the Service shall be performed and completed in an impartial, timely and diligent manner and that the appointed Service Provider shall use all the experience, skills, care and diligence in its performance of the Service and discharge of all duties and obligations under the Contract in accordance with current industry standards.

## **16 Indemnity**

- 16.1 Without prejudice to any other provision of the Contract, the appointed Service Provider shall indemnify the BOKSS in respect of:
- 16.1.1 all claims, actions, investigations, liabilities, demands, proceedings or judgements brought against the BOKSS;

16.1.2 all liabilities, losses, damages, costs, charges or expenses which the BOKSS may pay or incur in disputing any such claims; and

16.1.3 any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property

16.1.4 arising out of or in connection with:

- a. a breach of any provisions of this Contract by the Service Provider;
- b. negligence, recklessness or willful misconduct of the Service Provider, its employees, agents or sub-contractors in the provision of the Service; and
- c. any unauthorized act or omission of the Service Provider, its employees, agents or sub-contractors.

16.2 For the purposes of this clause, “negligence” shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).

## 17 Milestones and Implementation Schedule

17.1 The Project will tentatively commence in end April 2021 and last till 31<sup>st</sup> December 2023. The Service Provider shall propose a detailed timetable for the Project and ensure that they are able to develop and implement the ReFresh e-Platform System and work closely with the BOKSS according to the timeframe below –

	Milestone	End of Date	Examples of Deliverables
<b>Phase 1</b>	Project Initiation	2 <sup>nd</sup> Week	<ul style="list-style-type: none"> <li>• Project Initiation Document</li> <li>• Project plan and milestones</li> <li>• Presentation Session</li> </ul>
<b>Phase 2</b>	Re-Fresh e-Portal Platform without the e-learning and on-line counselling modules and related functions ( <b>For Level 0 users only</b> )	3 <sup>rd</sup> Month	<ul style="list-style-type: none"> <li>• ReFresh e-Platform website</li> <li>• Report from focus group discussions on the design of the website</li> <li>• Result of UAT for Phase 2</li> <li>• System documentation for Phase 2</li> <li>• Training materials</li> </ul>
<b>Phase 3</b>	E-learning modules and related functions and workflow ( <b>For Level 1 users only</b> )	6 <sup>th</sup> Month	<ul style="list-style-type: none"> <li>• E-learning modules, supporting functions and workflow</li> <li>• Report from focus group discussions on the design</li> <li>• Result of UAT for Phase 3</li> <li>• System documentation</li> <li>• Training materials</li> </ul>

<b>Phase 4</b>	On-line Counselling modules, supporting function and workflow, remaining E-learning module, start the on-line payment user requirement and mobile apps for iPhone and android phones <b>(For Level 2 and 3 users)</b>	12 <sup>th</sup> month	<ul style="list-style-type: none"> <li>• On-line counselling modules, supporting functions and workflow</li> <li>• Report from focus group discussions on the design</li> <li>• Result of UAT for Phase 3</li> <li>• System documentation</li> <li>• Training materials</li> </ul>
<b>Phase 5</b>	On-going support, remaining E-Learning modular, on-line payment modular and maintenance and project closure	31 <sup>st</sup> December 2023	<ul style="list-style-type: none"> <li>• Problem log and statistics</li> <li>• Register of change requests implemented</li> <li>• Project evaluation report</li> </ul>

17.2 Upon receiving the Letter of Acceptance from the BOKSS, the appointed Service Provider is required to commence the work assignment on the date as specified at the Letter of Acceptance within 1 week.

## 18 Payment Schedule

18.1 Payment of the services of this project will be made on completion of each phase of work in accordance with the agreed project plan and the milestone during Project Period subject to the acceptance criteria met.

Payment Milestone	Percentage of Total Payment of the Services
Completion of Phase 1	5%
Completion of Phase 2	15%
Completion of Phase 3	25%
Completion of Phase 4	35%
Completion of Phase 5	20%

18.2 The Service Provider shall produce an invoice after the written acceptance of the deliverables for each sum becoming payable to the named person to be informed by the BOKSS in writing.

- Optional : After the end of the project period, the Service Provider shall quote the on-going annual maintenance fee for BOKSS to reference.

## 19 Basis of Acceptance for Payment of Service

19.1 The Service to be provided by the appointed Service Provider will be subject to consideration by the BOKSS. The appointed Service Provider must amend its plan, design and/or deliverables according to the requests of the BOKSS.

19.2 The BOKSS will only accept the satisfactory delivery of services only if :

- a. the Service Provider completes all the services specified in this tender and produces all agreed deliverables for the services required, which are adhered to the proposed

standards, methodologies and quality requirements and mandatory requirements in the proposal and to the satisfaction of the BOKSS;

- b. the Service Provider complies with the service level requirement as specified in this Document especially for the response time and services pledge of the maintenance and support services; and
- c. the Service Provider resolves all the problems identified during the maintenance period and updates the relevant documentations accordingly.

19.3 The BOKSS will require in general up to 10 working days to consider each required deliverable and, if it deems appropriate, to confirm the acceptance of the deliverable. Allowance should be made in the proposed project plan for such activities.

## **20 Set Off**

20.1 Where the Service Provider has incurred any liability to the BOKSS, whether at law or in equity and whether such liability is liquidated or unliquidated, and without prejudice to any rights or remedies the BOKSS may have, the BOKSS may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the BOKSS to the Service Provider under this Contract or any other contracts.

## **21 Termination of Project**

21.1 The BOKSS may by written notice to the Service Provider immediately terminate this contract if:

- 21.1.1 the Service Provider shall be in breach of any term or condition of this Contract and in the case of a breach capable of remedy, the Service Provider has not remedied the breach to the satisfaction of the BOKSS within fourteen (14) days of receipt of notice to remedy from the BOKSS; or
- 21.1.2 any Service Provider team member is incapacitated or otherwise unable to provide the services and a substitute or replacement to the BOKSS's satisfaction is not found;
- 21.1.3 the Service Provider shall go into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Service Provider makes an assignment for the benefit of or composition with his creditors generally or threatens to do any of these things or any judgment is made against the Service Provider or a similar occurrence under any jurisdiction affects the Service Provider; or

- 21.1.4 the Service Provider fails to complete the Project within thirty (30) days after the scheduled delivery date for each phase.
- 21.2 In the event of early termination of this Contract under clause 21.1,
- 21.2.1 no compensation whatsoever shall be payable by the BOKSS to the Service Provider;
- 21.2.2 the BOKSS shall not be responsible for any loss or expenses, including any consequential loss/damage or loss of opportunity, suffered or incurred by the Service Provider due to early termination; and
- 21.2.3 the BOKSS shall have the right to assign the remaining services to be completed under the Contract to another service provider or service providers, whereupon the Service Provider shall be liable for any sums so incurred in excess of the Project fee.
- 21.3 Notwithstanding clause 21.1 above, the BOKSS may in its absolute discretion and without cause terminate the Contract at any time by giving the Service Provider one (1) month's written notice. The Service Provider shall have no claim whatsoever against the BOKSS upon termination.
- 21.4 On expiry or termination of the Project and the Contract, all rights and obligations of the BOKSS and the appointed Service Provider under the Contract shall automatically terminate except for such rights of actions as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or termination.
- 21.5 On termination of the project contract and in breaches of any contractual obligations by the appointed Service Provider, BOKSS reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result.

## **22. FORCE MAJEURE**

- 22.1 If either party to this Project should be prevented or delayed in the performance of this Project (other than the performance of a payment obligation) by Force Majeure, the party so prevented or delayed shall be excused from performance for so long as such cause of prevention or delay shall continue. The party affected by the prevention or the delay shall give notice in writing to the other party as soon as possible of the occurrence of the event of the Force Majeure. Nothing herein is intended to remove the obligation of the BOKSS to make payment for the Services rendered to the BOKSS up to the event to Force Majeure.
- 22.2 Should the performance by the Service Provider of its duties hereunder be wholly or substantially prevented by Force Majeure for a period of not less than twenty-eight (28) consecutive days, the BOKSS shall be entitled at the expiration of such period to give the Service Provider not less than fourteen (14) day's notice in writing terminating this Project.
- 22.3 In the event that this Project is terminated pursuant to Clause 22.2, the Service Provider shall be entitled to receive payment for the Services rendered to the BOKSS up to the date of termination.

22.4 Subject to the provisions in Clause 22.2, in the event of Force Majeure, the parties will diligently endeavour to achieve expeditiously, the normal pursuit of the Project and to regain the time lost. The Completion Date of the affected Services shall be extended by the number of days of delay actually caused whether directly or indirectly by such event of Force Majeure unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected provided that the BOKSS and the Service Provider may agree appropriate adjustment to the payment schedule referred to in this Document.

## **23 Governing Law and Arbitration**

23.1 The Contract shall be governed by and construed in accordance with the laws of Hong Kong and, subject to Clause 23.2 and 23.3 below, the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Project.

23.2 Any dispute or difference between the parties arising out of or in connection with the Contract shall first be resolved by informal means; and if no settlement is reached within 28 days, such dispute or difference shall first be referred for mediation in accordance with the prevailing Hong Kong International Arbitration Centre Mediation Rules.

23.3 If the matter cannot be resolved by mediation or either party to the Contract or does not wish the matter to be referred for mediation, either party may within 90 days from the failure of the mediation or the refusal to mediate (as the case may be) require that the matter be referred for arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609). Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Ordinance. The decision reached from the arbitration shall be final and binding on the parties. The prevailing Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted under this section. Unless otherwise agreed, the appointed Service Provider shall continue to provide the Service during the resolution of the dispute or difference.

## **24 Probity and Anti-collusion**

24.1 Service Providers shall not, and shall ensure that any of their employees, agents or related parties will not, offer, give, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in connection with this invitation.

24.2 Service Providers must ensure that the Proposal is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person, including regarding price, Proposal submission procedure or any terms of the Proposal. In the event of any breach of this clause by any Service Provider, the BOKSS reserves the right to invalidate the Proposal submitted by that Service Provider and seek damages.

24.3 Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap.619). Service Providers who engage in bid-

rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

24.4 Upon the submission of a Proposal, the Service Provider shall submit to the BOKSS a **Confirmation Letter for Compliance with the Anti-Collusion Requirements** (in the form set out at ANNEX 3) duly signed by an authorized person on the Service Provider's behalf.

24.5 Any breach of or non-compliance with the requirements under this clause shall invalidate the Proposals of the Service Providers concerned. If the BOKSS has appointed the Service Provider without knowing the breach or non-compliance, the BOKSS shall be entitled to immediately terminate the appointment and claim all losses and costs incurred in connection with the Service. The rights of the BOKSS under this clause are in addition to and without prejudice to any other rights or remedies available to the BOKSS against the appointed Service Provider.

## 25 Project Management

25.1 The Service Provider is responsible for the project management of the Project. The duties of project management services will include the following:

- a. Appoint a Project Manager to act as the focal contact point for the BOKSS as well as other parties (e.g. hardware/ software/ system vendors or manufacturers);
- b. Be responsible for the overall project management and act as a single contact point to the BOKSS regarding all related activities of the Project;
- c. Take the lead in coordinating various parties within and outside the BOKSS including, but is not limited to the University of Hong Kong, building management, hardware vendors, software manufacturers and vendors of existing or new IT systems in the BOKSS for the smooth implementation of the Project, project coordination and confirmation of technical details;
- d. Act as an overall technical leader and proactively work with other hardware and software vendors to come up with solutions;
- e. Analyse impact, plan and implement change requests agreed by the BOKSS after the rollout of the ReFresh e-Platform System;
- f. Resolve conflicts and crisis and provide solutions for all issues raised during the entire Project Period;
- g. Schedule and coordinate regular (on a biweekly basis) progress meeting and ad hoc management meetings during the Project Period and prepare notes of meeting after such meetings;

- h. Report progress, follow up all outstanding issues with all related parties, suggest solutions and resolve problems/issues throughout the Project Period; and
  - i. Carry out any other activities which are necessary for the satisfactory completion of the Work Assignment.
- 25.2 The Service Provider shall also form a project team (the Project Team) for implementation of the Project. Designated members of the Project Team shall have the required skills, qualifications, and experience as set out in Appendix I for the completion of the Project.
- 25.3 Designated team member (the Team Member) shall not be replaced unless prior written approval has been given by the BOKSS. Such approval may only be given under the following circumstances: -
  - a. the Team Member is prevented from performing the implementing the Project by ill-health; or
  - b. the contract of appointment or employment of the Team Member is terminated either by the Service Provider or the Team Member; or
  - c. the BOKSS directs the Service Provider to replace the Team Member for reason of unsatisfactory performance or breach of any of his obligations under this Contract for the Project.
- 25.4 In the event that any of the circumstances mentioned in (a), (b) and (c) of Clause 24.3 occurs, the Service Provider shall, within two weeks or such later date as may be granted by the BOKSS, appoint another Consultant having qualifications at least equivalent to that of the Designated Team Member appointed under Clause 24.1 (a) or 24.2 in replacement for the said Designated Team Member.
- 25.5 The appointment or replacement of any Designated Team Member to undertake any part of the Project shall not relieve the Service Provider from any liability or obligation under this Contract and the Service Provider shall be responsible for the acts, omissions, defaults and neglects of any Designated Team Member, his agents, servants or workmen as fully as if they were the acts, omissions, defaults or neglects of the Service Provider.

## **26 User Acceptance Test and Training**

- 26.1 The Service Provider shall fully install and test all the proposed components to the satisfaction of the BOKSS according to the acceptance tests proposed by the Service Provider and agreed to by the BOKSS. The Service Provider shall conduct focus group discussions with both internal and external users for confirmation of requirements, design and workflow. The result of these discussions shall be incorporated in the UAT for verifications. The test procedures shall include the functional, compatibility, performance and reliability tests for all of the supplied components or systems. The Service Provider shall also provide all necessary equipment and accessories. If the BOKSS considers that the proposed test procedures are not adequate for testing all the features and functions, the Service Provider shall make necessary amendments to such test procedures to the satisfaction of the BOKSS.

- 26.2 The Service Provider shall provide user trainings on system operation before system live run and follow up trainings due to enhancement or system change, or when necessary

## 27 Handover Arrangement at end of the Service

- 27.1 Before the termination/end of the Service, the Service Provider is required to provide a handover plan with task description and schedule, describing how the Service Provider can transfer knowledge in ongoing support and maintenance of the ReFresh e-Platform System to the incoming service provider who will take over the maintenance services on expiry or end of the Project Period. The key support staff of the Service Provider is required to work side by side with the new contractor for two weeks for handover to provide sufficient knowledge to the new contractor to continue the maintenance and support services smoothly.
- 27.2 In the event of the expiration or termination of this Project, the appointed Service Provider shall at its sole costs and expenses promptly deliver to the BOKSS all the Materials and all copies of the Materials (save for the deliverables already submitted), then in the appointed Service provider's custody, control or possession, whether in their completed form or not.

## 28 Schedule of Events

Event	Date
Tender Documents Distribution to Vendors	23 March, 2021
Tender Documents Submission Date	09 April, 2021
Presentation Date	19 April, 2021
Tender Award	23 April, 2021

## 29 Enquiries

- 29.1 Any enquiries regarding the contents of this tender can be raised to the following –

Contact Person : Kelvin Cheung  
Email address : [kelvin.cheung@bokss.org.hk](mailto:kelvin.cheung@bokss.org.hk)  
Telephone : 5765 1427

- END -

ANNEX 1 : Price Part

No	Item	Amount (HK\$)
	Total :	

Please use additional sheet if necessary

ANNEX 2 : Declaration of Interest

Item No		Description

Note: Contractor is required to declare any involvement or interest that may give rise to actual, potential or perceived conflict with the Service to be provided.

ANNEX 3 : Confirmation Letter for Compliance with the Anti-Collusion Requirements

Confirmation Letter for Compliance with the Anti-Collusion Requirements

To: Baptist Oi Kwan Social Service

Dear Sir/Madam,

Re: Tender No. [ BOKSS2021/04 ]

I/We, \_\_\_\_\_ refer to my/our tender for the above Tender.

I/We confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter, I/We had not communicated to any person other than Baptist Oi Kwan Social Service (hereafter referred to as the BOKSS) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I/we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above Tender until the tenderer is notified by the BOKSS of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter, I/we will not communicate to any person other than the BOKSS the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not I/we or that other person should tender or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression “Excepted Communications” means my/our communications in strict confidence with my/our own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with my/our consultants or sub-contractors to solicit their assistance in preparation of tender submission.

Signed for and on behalf of the tenderer with company chop,

\_\_\_\_\_ Name and

Post Title:

Date :

ANNEX 4 : Staff Resources

Detail
(a) Project contact person name, telephone number, and email address
(b) Name of staff allocated to the Project
(c) Curriculum Vitae of Key Team Member(s)

Please use additional sheet if necessary

**ANNEX 5 : Company Track Records**

The Service Provider shall provide an account of relevant experience, track record and documentary evidence

Detail
<p>(a) ber of similar development projects, which the company has been engaged in the past five (5) years.</p> <p>(b) Number of similar development projects with a number of users more than five hundred (500) in NGOs, which the company has been engaged in the past five (5) years.</p> <p>(c) Reference of clients and brief of similar services to provide in the past five (5) years..</p>

**ANNEX 6 : Technical Part**

The contractor shall list the servers, hardware configuration / software, programming language and database of the solution.

Item No	Description

