

Tender
for
BUD e-form Management System
and
Data Analytic Tools

(Ref: MC00009)

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Part I - General Specification

1 Introduction

1.1 Background

The “Dedicated Fund on Branding, Upgrading and Domestic Sales” (the BUD Fund) is a funding from the Hong Kong Special Administrative Region Government to support individual Hong Kong enterprises in undertaking projects to develop brands, upgrade and restructure their business operations and promote sales in the ASEAN market and Mainland China market, so as to enhance their competitiveness and facilitate their business development in the ASEAN and Mainland China market. The Government has engaged the Hong Kong Productivity Council (HKPC) as the Programme Secretariat (PS) of the BUD Fund.

Applications for the Programme are accepted all the year round. Applications received will be processed by batches and the cut-off date for different batches of applications is usually set at the end of March, June, September and December.

Currently, we only have a BUD Admin System, a web-based system used to record the BUD fund applications and monitor the application status with operation supporting function like batch upload, generate letter templates, schedule email reminder, and generate reports. Nevertheless, current submission of application, applicants are required to submit the completed and signed application form with the copy of supporting documents to the PS in paper format for evaluation. Besides, the grantees of approved projects also have to submit completed and signed reports and audited accounts to the PS upon project completion before fund disbursement.

In view of the continuing growth in the number of applications and expanding scope of BUD Fund and the increasing complexity for analyzing the statistics from the big data, Online Application Management System (e-form System) is required for the applicants to submit applications with the required supporting document online via the web-based e-form system.

HKPC is now looking for qualified supplier(s) (hereinafter referred to as the “Supplier” / “Tenderer”) to

- “develop the e-form system for applicant to input, submit and manage their own application form, for Officer-in-charge (OIC) to perform the assessment according to the workflow and also enhance the existing BUD Admin System for system admin and OIC to maintain the company profile and data in the application forms.
- build reports inside the BUD Admin System.
- create data modules for the proposed data analytic tools (e.g. BI tools) for the OICs to formulate the assessments, to analyze the statistics for the required reports, and to tailor made reporting.
- build interface channel to synchronize e-form data to existing module of BUD Admin System for daily operation purposes.

(hereinafter referred to as the “System”).”

HKPC is now applying government funding for this project, the award of this tender is subject to the approval of the government funding.

2 Tender Procedures

2.1 Clarification of Tender

For enquiries, please contact the following person:

Mr Sam LEUNG (Officer, Procurement)

Finance and Procurement Division

Tel: (852) 2788 5973

Email: samleung@hkpc.org

Ms Phoebe YIN (Lead Manager, Procurement)

Finance and Procurement Division

Tel: (852) 2788 5899

Email: phoebeyin@hkpc.org

The Non-disclosure Agreement (NDA) as enclosed in Appendix 1 shall be submitted together with below documents to samleung@hkpc.org before the NDA submission deadline:

- Copy of the valid Business Registration Certificate

The deadline NDA submission is 08 August 2019. Late submission may not be considered.

The confidential and sensitive Tender Specification detail would be separately provided after signing the NDA. Tenderer who is interested to bid this Tender should send the softcopy of the signed NDA to Mr. Sam LEUNG by e-mail: samleung@hkpc.org (please quote the tender reference: MC00009 at the subject). Tenderer is required to return Two (2) original signed NDA together with their “Technical Proposal”

Any clarification questions must be sent by using the Appendix 2 – Clarification Question from Tenderer via email to samleung@hkpc.org on or **before 15 August 2019**. The questions with the answers will be posted on HKPC’s website www.hkpc.org on 20 August 2019. In this event anonymity will be maintained. Late enquiries may not be considered.

Tenderer is invited to the following Briefing session to make themselves thoroughly acquainted with the tender requirement. The briefing session will be held as follows:

Date: 13 August 2019

Time: 10:00 am

Venue: G/F Reception Counter, HKPC Building

Prior appointment has to be made with our Mr. Sam LEUNG at telephone 2788 5973 or Email: samleung@hkpc.org for this briefing **after the NDA is signed**.

2.2 Submission of Tender Proposals

Based on “Part II – Technical Specification” and “Part III – Fee Specification”, your tender should be completed in two proposals, namely “Technical Proposal” and “Fee Proposal” with one set of original documents, three set of copies and one set soft copy of CD-ROM/USB for each Proposal, which should be:

- Sealed and returned by hand in two plain envelopes;
- Marked with “Technical Proposal” or “Fee Proposal” on the envelopes;
- Marked with the tender reference, subject of tender and closing date on the envelopes; and
- **Submitted not later than 12:00p.m. 06 September, 2019, Monday (HK Time).**

Late tenders may not be accepted.

2.2.1 The Technical Proposal should include at least the following:

- Tender Submission Form
- Copy of valid business certificate / license (such as BR)
- Copy of insurance certificates such as Public Liability, Employee Compensation listed on Section 5
- Appendix 3 - Confirmation Letter for Compliance with Anti-Collusion Clauses
- Documents and information required in “Part II – Technical Specification”
- Copy of audited financial statements for the last three financial years, such as income statement and balance sheets, directors and auditors reports, cash flow statements
- NO PRICE OR COST should be included in “Technical Proposal”, otherwise the tender may not be considered

2.2.2 The Fee Proposal should include at least the following:

- Schedule and Offer Form

2.2.3 Presentation of the tender proposal:

- HKPC reserves the right to invite tenderers to attend a Presentation Session to present the information in the Technical Proposal submitted. Each tenderer will have no more than 90 minutes to present and elaborate their tender proposal. The presentation should include but not limited to:

- Demonstration of e-workflow
- Demonstration of report generation
- Elaboration of past experience

2.3 Tentative Schedule

It is a tentative schedule of the tender process. However, HKPC reserves the right to change the schedule to suit its operation need.

Items	Tentative Schedule
Supplier Sign back Appendix 1 - Non-Disclosure Agreement	No Later than 08 August 2019
Tender Briefing	10:00 am, 13 August 2019
Tender Closing	06 September 2019
Supplier Presentation (by invitation only)	12-13 September 2019
Tender Evaluation	Mid-September 2019
Tender Award	October 2019

3 General Requirements

3.1 Terms of Payment

3.1.1 Payment will be made according to the payment schedule specified in Section 16.

3.1.2 Payment will be made by bank transfer with 30 days credit days upon presentation of invoice.

3.2 Validity of Quoted Fees

3.2.1 Validity of Quoted Fees is specified in Section 15 – “Price Validity”.

3.3 Termination Policy

3.3.1 The appointment may be terminated by either party on giving one month prior written notice to the other party.

3.3.2 Without prejudice to any other remedy HKPC may have against the Tenderer, HKPC shall have the right to terminate the Contract immediately if the Tenderer:

- (a) is wound up or is petitioned to be wound up, commits an act of bankruptcy or compound or arrange with its creditors or have a receiving order made against it or being a limited tenderer enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or restructure only);
- (b) refuses or prevents the furnishing of services / products under the contract; or
- (c) breaches or violates any of the terms and requirements contained in the tender document and Purchase Order.

3.4 Confidentiality

3.4.1 The Tenderer shall at all times keep confidential (and to procure that its respective employees shall keep confidential) any confidential information which it may acquire in relation to HKPC, its clients, business or affairs and shall not use or disclose such information except with the consent of HKPC or in accordance with the order of a court of competent jurisdiction provided that the obligations of the Tenderer contained in this clause shall cease to apply to any information coming into the public domain otherwise than by breach by the Tenderer of its obligations contained in this clause and that nothing herein shall prevent the Tenderer from disclosing any such information to the extent required in or in connection with legal proceedings arising out of the agreement / contract / Purchase Order between the Tenderer and HKPC.

4 Statutory Obligations

4.1 Working hours, rates of wages etc.

The Tenderer shall comply with any current legislation or regulations regarding working conditions, working hours, or rates of payment to employees and accept the risk of any impending legislation or other conditions, which alters any obligations or imposes new obligations.

4.2 Compliance with Laws and Regulations

The Tenderer shall ensure full compliance in accordance with the laws and regulations of the Hong Kong Special Administrative Region (“Hong Kong”).

4.3 Where applicable, the Tenderer (and its sub-contractors, if any) shall ensure that all staff, labour and workers employed and engaged in the supply of the Services to HKPC are legally entitled to be so employed and engaged, and that all necessary qualification, registration, visas, licences and permits have been obtained. The Tenderer shall indemnify HKPC on demand from any losses, liabilities, costs and claims resulting from violation of or failure to comply with any terms or conditions of any qualification, registration, permits, licences or visas or any applicable requirements of Hong Kong laws, ordinances, rules and regulations by staff, labour or workers (e.g. the “Designated workers for designated skills” provision under the Construction Workers Registration Ordinance). From time to time HKPC may require the Tenderer (and its sub-contractors) to demonstrate that all necessary qualification, registration, visas, licences and permits have been obtained for the lawful employment and engagement of staff, labour and workers in connection with the supply of the System / Services.

4.4 Safety precautions

The Tenderer shall comply with the Labour Department's regulations for safety and health. The Tenderer shall be liable for, and shall indemnify HKPC against, any expense, liability, loss, claim or proceedings whichever arising under any statute or at the common law in respect of personal injury to or death of any person, or in respect of any injury or damage whatsoever to any real or personal property in so far as such injury or damage whomever arising out of or in the course of or caused by the carrying out of the works.

HKPC premises operate an Occupational Health & Safety Management System (OHSMS) that complies with OHSAS 18001:2007 standard requirements.

HKPC is implementing the ‘Hong Kong Productivity Council Occupational Health and Safety Policy’ which can be viewed at the following link:

[English

Version:

https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_en.pdf

OR

[Traditional Chinese Version:

https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_hk.pdf

OR

[Simplified Chinese Version:

https://www.hkpc.org/images/stories/corp_info/hkpc_ohs_cn.pdf]

The Tenderer shall be deemed to be aware of the ‘Hong Kong Productivity Council Occupational Health and Safety Policy’ and shall use its reasonable endeavour to prevent injury and ill health resulting from our operations and services,

HKPC manages its various processes fully in accordance with the requirements of the OHSAS 18001:2007 standard, whilst controlling subcontractors’ work processes that affect HKPC’s own services conformity with requirements.

5 Insurance

5.1 Employees' Compensation Insurance

- 5.1.1 HKPC shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any person in the employment of the Tenderer, save and except an accident or injury resulting from the negligence of HKPC, its agents or servants. The Tenderer shall indemnify and keep indemnified HKPC against all such damages and compensation save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Tenderer's liability under the indemnity aforesaid.
- 5.1.2 The Tenderer shall insure against such liability with an authorized Insurer in Hong Kong and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required producing to HKPC such policy of insurance and the receipt for payment of the current premium.
- 5.1.3 The Tenderer's insurance under this clause shall take the form of an Employees' Compensation Insurance Policy complying with the latest requirements of the Hong Kong Employees' Compensation Ordinance and covering this Common Law liability for an unlimited amount during the period of insurance.

5.2 Third Party / Public Liability Insurance

- 5.2.1 The Tenderer shall indemnify and keep indemnified HKPC against all losses and claims in respect of injuries to any person or damage to any property whatsoever that may arise out of or in consequence of the provision of the Services and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Compliance with the insurance provisions of this clause shall not limit or modify the Tenderer's liability under the indemnity aforesaid.
- 5.2.2 The limit of liability in respect of such third party / public liability shall not less than HK\$40,000,000 any one occurrence and unlimited during the period of insurance.

6 Data Protection Legislation

6.1 “Data Protection Legislation” shall mean the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), the General Data Protection Regulation issued by European Union and all applicable laws and regulations relating to the collection, holding, processing, transferring or use of personal data and privacy including where applicable the guidelines and code of practice issued by the Privacy Commissioner for Personal Data of Hong Kong and the terms “Data User”, “Data Processor”, “Data Subject”, “Personal Data” and “processing” shall have the meanings ascribed to them in the Personal Data (Privacy) Ordinance;

6.2 Compliance with Data Protection Legislation

The selected and awarded supplier (the Supplier) represents, warrants and undertakes to HKPC that in so far as the Supplier collects, receives, uses, holds, has access to, handles, processes and/or transfers any Personal Data collected from the System (which shall include but not limited to the individual’s personal data) pursuant to this Agreement, it shall at all times:

6.2.1 comply and shall procure and ensure its personnel to comply with the requirements of the Data Protection Legislation (as applicable to HKPC as a Data User and the Supplier as a Data Processor or a Data User (as the case may be)), this Clause and as well as the relevant HKPC information technology and security policies in relation to any Personal Data that it or its personnel may collect, receive, use, hold, have access to, handle, process and/or transfer under the System. Further, the Supplier undertakes to execute and shall procure and ensure that its personnel execute all documents necessary for the purpose of complying with the Data Protection Legislation;

6.2.2 without prejudice to the foregoing and notwithstanding that it is a Data Processor and a contractor of HKPC, have in place accessible policies, procedures and security measures in relation to Personal Data and ensure itself and its personnel comply with such policies, procedures and security measures which in any event shall be no less than the same level of security measures that HKPC would take if HKPC was so collecting, receiving, using, holding, having access to, handling, processing and/or transferring such Personal Data itself to ensure compliance with all the data protection principles and requirements contained in the Data Protection Legislation as if it is the Data User;

6.2.3 not in any way whatsoever process, use or disclose any of Personal Data collected from the System for any purpose other than the purpose for which the said Personal Data is entrusted to it by HKPC. When Personal Data collected from the System is used for a new purpose, the Supplier shall obtain the prescribed consent of the Data Subject in accordance with the Data Protection Legislation;

6.2.4 keep good proper record of all the Personal Data that it collects, receives, uses, holds, has access to, handles, processes and/or transfers (which shall be subject to HKPC’s prior written approval) under this Agreement and also ensure that Data Subjects have the rights of access to, correction and deletion of their Personal Data in the same way as they would have had under the Data Protection Legislation and

HKPC's policies in relation to Personal Data;

- 6.2.5 timely rectify, return, destroy or delete any and all of Personal Data collected from the System upon receiving instructions from HKPC or when it is no longer required for the purpose(s) for which it is entrusted to it by HKPC and it shall not retain such Personal Data longer than it is necessary for the fulfilment of the purpose(s) (including any directly related purposes) for which such Personal Data is to be used;
- 6.2.6 not to transfer or disclose any Personal Data collected from the System to any third party and/or outside Hong Kong without the prior written consent of HKPC (which consent may be granted or withheld at the absolute discretion of HKPC and on such conditions as HKPC may at its absolute discretion deem fit);
- 6.2.7 immediately notify HKPC in writing when it becomes aware of any abnormality or breach by itself or its personnel (including its sub-contractor or transferee, if applicable) of this Clause or any of the Supplier's policies, procedures and security measures in relation to the use, handling, processing and protection of Personal Data collected from the System; and
- 6.2.8 indemnify HKPC and keep HKPC fully indemnified from and against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by HKPC on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of this Clause (by itself, its personnel, sub-contractor or transferee, as the case may be) or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

7 Conflict of Interest

- 7.1 The Supplier shall make reference to the guidelines of the Independent Commission Against Corruption (ICAC)¹ and Competition Commission (CC)² in preparing the quotation/tender invitation document. In particular, the Supplier should (i) ensure that: a probity clause, an anti-collusion and anti-bid-rigging clauses are included in the quotation/tender invitation document; and (ii) where appropriate request bidder/tenderer to sign a confirmation on compliance when submitting quotation/tender.

¹ The ICAC has published a booklet “Strengthening Integrity and Accountability – Government Funding Schemes Grantee’s Guidebook” providing enterprises with a practical set of guidelines in utilising the funds, including sample of probity clause and anti-collusion clause. Softcopy of the Guidebook is available on ICAC’s website (http://www.icac.org.hk/filemanager/en/Content_1031/GranteeBPC.pdf). The Supplier is advised to make reference to the best practices in the Guidebook in utilizing government funds and contact the Corruption Prevention Advisory Service of ICAC (Tel: 2526 6363) for any questions concerning the Guidebook or if they need any corruption prevention advice.

² The CC has published the “Getting the most from your tender” brochure providing enterprises with a practical set of guidelines in ensuring an open and effective tendering process by preventing and detecting possible bid-rigging cartels. Softcopy of the brochure is available on CC’s website (https://www.compcomm.hk/en/media/reports_publications/files/Competition%20Com_E_PamphletPart%202.pdf). The Supplier is advised to contact the CC (Tel: 3462 2118) for any questions concerning the brochure.

8 Conduct of Business

- 8.1 The supplier shall, during the Term, use its best efforts to ensure that its office bearers, employees, and those of its contractors and service providers who are involving in the performance of this Services, including their respective associates and associated persons (collectively, “Restricted Group”) have no interests in, or have any association or connection with the applicants and/or grantees of BUD Programme, and promptly notify HKPC in writing of:-
- 8.2 all or any facts which may reasonably be considered to give rise to a situation where the interests of any member of the Restricted Group conflict or compete, or may conflict or compete, with the Supplier’s obligations under this Services; and
- 8.3 any interests which any member of the Restricted Group may have in, or any association or connection the aforesaid may have with the applicants and/or grantees of BUD Programme.
- 8.4 any service, task or job or to do anything whatsoever which conflicts, or may be seen to conflict with its duties to HKPC; and seek HKPC’s directives as soon as it is aware of any actual or perceived conflict between the Suppliers’ financial or other interest and its duties to HKPC.

9 Liquidated Damages

- 9.1 In the event that the Supplier cannot pass the Acceptance Testing as specified in section 10 of Part II – Technical Specification acceptance testing on completion date of phase 1 as specified in Appendix 4 – Function Requirement, the Supplier shall pay to HKPC liquidated damages in accordance with the liquidated damages rate for each working day \$5,000 and capped with 10% of total contract amount. The only evidence of such acceptance testing shall be an acceptance certificate signed by HKPC.

10 Acceptance

- 10.1 HKPC is entitled to accept either the whole or any part of the tender at its sole discretion. HKPC is entitled to select any kind of Services / Items under the tender to meet its requirement and is not obliged to accept the lowest price bidder and to give any reasons.

11 Conditions of Tendering

- 11.1 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered
- 11.2 No liability will be admitted, nor claim allowed, in respect of errors in the Supplier's tender due to mistakes which should have been rectified in the manner described above.
- 11.3 HKPC is not bound to accept the lowest or any tender it may receive.
- 11.4 HKPC reserves the right to withdraw the invitation before the acceptance of any tender.
- 11.5 HKPC will not be liable for any expenses or losses which may be incurred by the Supplier in the preparation of its tender including any alternative offers.

12 Documents received by supplier

12.1 Supplier shall receive the following documents from tender posting site.

No.	Title
1.	Invitation Letter
2.	Part I – General Specification
3.	Instructions to Tenderers
4.	Cover Sheet
5.	Appendix 1 – Non-disclosure Agreement
6.	Appendix 2 – Clarification Question from Tenderer
7.	Appendix 3 – Anti-collusion letter

12.2 Supplier shall receive the following documents on or before 8 August 2019 after sign back the NDA

No.	Title
1.	Tender Submission Form N Technical Proposal Form
2.	Fee proposal form
3.	Part II – Tender Specification
4.	Appendix 4 – Functional Specification