

Tender for HKGGA Booking System

Tender Document

**CONFIDENTIAL**

香港女童軍總會  
The Hong Kong Girl Guides Association

TENDER

FOR

HKGGA BOOKING SYSTEM

(TENDER REF: GGA-BS-202526)

## Table of Contents

		PAGES
<b>PART I</b>	<b>LODGING OF TENDER</b>	<b>5</b>
<b>PART II</b>	<b>CONDITIONS OF TENDER</b>	<b>7</b>
1.	TENDERERS ARE INVITED TO BID FOR	7
2.	TENDER VALIDITY	8
3.	ACCURACY OF TENDER PRICES	8
4.	COMPLETION OF TENDER	8
5.	CONFIDENTIALITY	9
6.	STATEMENT OF COMPLIANCE	9
7.	CANCELLATION OF TENDER	10
8.	QUALIFICATIONS OF TENDERERS	10
9.	TENDER EVALUATION	10
10.	FINANCIAL VETTING	14
11.	NEGOTIATION	14
12.	FREE PRESENTATION	14
13.	ANTI-BRIBERY	15
14.	ANTI-COLLUSION	15
15.	TENDERER'S QUERIES	16
16.	ACCEPTANCE OF TENDER	16
17.	OWNERSHIP OF TENDER	16
18.	ADDENDUM	16
<b>PART III</b>	<b>CONDITIONS OF CONTRACT</b>	<b>17</b>
1.	CONTRACTOR'S ACKNOWLEDGEMENT AND CONTRACT PERFORMANCE	17
2.	WARRANTIES AND REPRESENTATIONS	18
3.	COSTS AND EXPENSES	20
4.	THE GOODS	20
5.	INSPECTION AND ACCEPTANCE OF GOODS	20
6.	REJECTIONS OF GOODS	20
7.	PLACE OF ORIGIN OF GOODS	21
8.	SURVEY EXPENSES	21
9.	PROVISION OF SERVICES	21
10.	INSPECTION OF SERVICES	21
11.	NON-EXCLUSIVE CONTRACT	22
12.	PAYMENT OF CONTRACT PRICE	22
13.	DELAY	23
14.	GUARANTEE OF QUALITY OF THE GOODS	23
15.	CONTRACT VARIATIONS	24
16.	LIABILITY AND INDEMNITIES	24
17.	TERMINATION OF THE CONTRACT	25
18.	DISPUTES	27
19.	INTELLECTUAL PROPERTY RIGHTS	27
20.	CONFIDENTIALITY	29
21.	INSURANCE	30
22.	RELATIONSHIP OF THE PARTIES	30
23.	ASSIGNMENT AND SUB-CONTRACTING	30
24.	PUBLICITY	31
25.	VICARIOUS LIABILITY	31
26.	NOTICES	31
27.	CONTRACTS (RIGHT OF THIRD PARTIES)	31

		PAGES
	ORDINANCE	
28.	ENTIRE AGREEMENT	31
29.	SEVERABILITY	32
30.	WAIVER	32
31.	GOVERNING LAW	32
<b>PART IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	33
1.	BACKGROUND	33
2.	PERIOD OF CONTRACT	33
3.	WARRANTY	33
4.	KEY MILESTONE	35
5.	TIME IS ESSENCE	36
6.	PAYMENT FOR SERVICES	36
7.	TERMS OF PAYMENT	36
8.	SPECIFICATIONS AND REQUIREMENTS	37
<b>PART V</b>	<b>FORM OF TENDER</b>	39
<b>PART VI</b>	<b>SYSTEM AND INFRASTRUCTURE REQUIREMENTS</b>	41
	<b>SYSTEM REQUIREMENTS</b>	41
1.	FUNCTIONAL REQUIREMENTS	41
2.	NON-FUNCTIONAL REQUIREMENTS	44
	<b>INFRASTRUCTURE REQUIREMENTS</b>	45
1.	HARDWARE REQUIREMENTS	45
2.	SOFTWARE REQUIREMENTS	46
<b>PART VII</b>	<b>PROJECT REQUIREMENTS</b>	47
1.	SCOPES AND OBJECTIVES	49
2.	PROJECT IMPLEMENTATION PLAN	49
3.	DELIVERABLES AND ACCEPTANCE CRITERIA	50
4.	MONITORING CONTROL	50
5.	PROJECT MANAGEMENT	51
6.	SYSTEM IMPLEMENTATION & INTEGRATION (SI&I)	51
7.	SYSTEM MAINTENANCE AND SUPPORT (SM&S)	51
<b>PART VIII</b>	<b>CONTRACT SCHEDULES</b>	53
1.	STATEMENT OF COMPLIANCE	53
2.	PRICE SCHEDULE	55
3.	COMPANY PROFILE	61
4.	PROJECT TRACK RECORDS	63
5.	SYSTEM EVALUATION	64
6.	DELIVERY PLAN	64
<b>PART IX</b>	<b>OFFER TO BE BOUND</b>	66
<b>PART X</b>	<b>STATEMENT OF INDEPENDENT BID</b>	67

## Part I LODGING OF TENDER

(Note : In this Tender Document, “Tenderer” is defined as the company which is invited to submit the tender; “Contractor” is defined as the company which is the successful tenderer who will be awarded with the Contract in relation to this Tender. )

The tender submission shall comprise of the Technical Proposal and the Fee Proposal.

1. The “**TECHNICAL PROPOSAL**” accompanied by Five (5) hardcopies and one (1) softcopy (in USB) shall be submitted to include the following sections:

- (a) Company Profile, Project Track Records and Experience, Project Organisation and Team Members Profile
- (b) Offer to be Bound
- (c) Statement of Independent Bid
- (d) Statement of Compliance
- (e) System Evaluation
- (f) Proposed Solutions
  - A system involves developing a scalable and secure booking system for staff, members, specific organizations, and non-members, to be implemented in two stages. In the first stage, the system will cater to the management of 5 campsites and 5 centres, while the second stage will expand its functionality to handle bookings for approximately 37 meeting or functional rooms at the new headquarters, which is currently under construction.
  - The system shall include a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.
- (g) Proposed Project Delivery Plan
  - Project Schedules, Major Project Stages, Tasks, Milestones and Timelines
- (h) Scope of one-year Warranty / three-year Maintenance and Support Services
  - Additional services other than the required services in Maintenance and Support Services
- (i) Audited financial statements (including the Directors' Report, Auditors' Report, Balance Sheet, Profit & Loss Account/Income Statement, Statement of Changes in Equity, Cash Flow Statement and Notes to the Accounts) for the past one (1) financial year.
- (j) Management Accounts up to a period of not less than three (3) months

The above sections should be duly completed to be enclosed in the technical proposal envelope. All the technical proposal and required documents shall be in ONE sealed plain envelope or box marked “**TECHNICAL PROPOSAL FOR HKGGA BOOKING SYSTEM**”.

2. “**FEE PROPOSAL**” covering only The Form of Tender and The Price Schedule contained in the Contract Schedule affixed with Quotations/Fee Proposal duly completed and signed, shall be enclosed in a separate sealed plain envelope marked “**FEE PROPOSAL FOR HKGGA BOOKING SYSTEM**”.

The complete set of the Tender Documents must be deposited in the Tender Box at the HKGGA Headquarters, 1/F, No. 8 Gascoigne Road, Kowloon, addressed to “The Hong Kong Girl Guides Association” **on or before 13:00 pm on January 9, 2026**. In case of a rainstorm black warning

or typhoon signal No. 8 or above is hoisted between 9:00am and 13:00 pm on **January 9, 2026**, the tender closing time will be extended to 13:00 pm on the next working day.

The Hong Kong Girl Guides Association shall not be responsible for any delay and will not entertain the bids received after due date and time. The tenders received after the expiry of the prescribed period will not be accepted and processed.

It is the responsibility of the Tenderers to read all the terms and conditions of this tender document carefully before submitting the bid. Incomplete bids not in accordance with the terms and conditions of this Tender and Contract Document shall be rejected.

Any vagueness / incomplete details in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest or deliberate omission on the part of the bidder to meet tender requirements.

## Part II CONDITIONS OF TENDER

### 1. TENDERERS ARE INVITED TO BID FOR

A system involves developing a scalable and secure booking system for staff, members, specific organizations, and non-members, to be implemented in two stages. In the first stage, the system will cater to the management of 5 campsites and 5 centres, while the second stage will expand its functionality to handle bookings for approximately 37 meeting or functional rooms at the new headquarters, which is currently under construction. Among these rooms, **the gym room will require distinct booking criteria tailored to its specific use case, it may accommodate an individual, a group, or sessions that necessitate a trainer or coach.** The system shall include a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.

In addition, the system must integrate seamlessly with external systems, including membership systems, payment gateways, and access control systems. To enhance flexibility and efficiency, the booking process will utilize diverse e-forms and workflows, accommodating the specific requirements of different facility types. In addition to booking campsites, centres, meeting rooms, and functional rooms, the process should facilitate the inclusion of relevant equipment and services. This combination of features and integrations aims to deliver a reliable, user-friendly platform for booking and reservation management.

The campsites include (1) **JC Yuen Long Recreation Centre** (Yuen Long) in Yuen Long, (2) **JC Beas River Lodge** (Beas River) in Sheung Shui, (3) **Sandilands Centre** (Sandilands) in Wong Nai Chung, (4) **JC Pok Hong Campsite** (Pok Hong) in Shatin, and (5) **LST Sea Activities Training Centre** (LST) in Tai Po.

The centres include (1) **Badgework Centre** (BWC) in Kwai Chung, (2) **Island Centre** (IS) in Shau Kei Wan, (3) **NT West Centre** (NTW) in Tin Shui Wai, (4) **Tin Shui Wai Pansy Ho Activity Centre** (TSW) in Tin Shui Wai, and (5) **Tung Chung Activity Centre** (TCC) in Tung Chung.

The **new headquarters** (NHQs) is in Jordan.

Preliminary details on campsites, centres, and new headquarters' rooms are provided; the figures are subject to change.

Name	Type of camp -Day, Evening, Residential	Dormitory -rooms for residential camps	Family Unit -rooms for residential camps	Hall or Activity Room	Extra beds	Facility -e.g. air cond., kitchen, BBQ area	Activity	Diet Options -Breakfast, Lunch, Dinner, BBQ, Tea -A menu will be provided	Car Parking	Recreation Equipment -A full list will be provided	Archery w/ coach	Canoe w/ coach	Estimated Yearly Utilization (No. of Booking)	Estimated number of user
<b>Campsites</b>														
Yuen Long	3	4	6	2	NA	6	10	yes	NA	yes	NA	NA	270	2000
Beas River	3	NA	30	2	yes	6	10	yes	yes	yes	NA	NA	200	
Sandilands	3	2	NA	2	NA	6	10	yes	yes	yes	NA	NA	230	
Pok Hong	3	NA	NA	1	NA	6	10	yes	yes	yes	yes	NA	180	
LST	2	NA	NA	1	NA	6	10	yes	yes	yes	NA	yes	300	

<b>New HQs</b>													
NHQs	2	0	0	37	NA	6	10	yes	yes	yes	NA	NA	5700
<b>Centres</b>													
BWC	NA	NA	NA	6	NA	3	NA	NA	NA	NA	NA	NA	400
IS	NA	NA	NA	2	NA	4	NA	NA	NA	NA	NA	NA	300
NTW	NA	NA	NA	3	NA	2	NA	NA	NA	NA	NA	NA	300
TSW	NA	NA	NA	3	NA	4	NA	NA	NA	NA	NA	NA	300
TCC	NA	NA	NA	3	NA	2	NA	NA	NA	NA	NA	NA	NA

\*\*\* All information provided above on campsites, centres, and the new headquarters is subject to change. The system must provide flexibility to cope with additional campsites, centres, rooms, and any other relevant items.

Detailed information of the Booking System is provided in **Part IV – Special Condition of Contract, Part VI - Systems and Infrastructure Requirements and Part VII - Project Requirements.**

## 2. TENDER VALIDITY

This tender shall be valid for acceptance for a period of 120 days or as may be extended from time to time. HKGGA holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.

## 3. ACCURACY OF TENDER PRICES

Quotations of price in **Price Schedule** shall be in Hong Kong Dollars (HKD) and remain fixed (i.e. not subject to any price escalation) for the duration of any contract resulting from this tender. The Tenderer should make certain that prices quoted are accurate before submitting its quotations. Tenderer should make certain that all required items can be delivered and installed within the specific time frame determined by HKGGA. Under no circumstances will HKGGA accept any request for price adjustment on the ground that a mistake or price inflation has been made in the tender prices during sourcing or procurement process.

The Tenderer is deemed to have included for the cost of all incidentals of labour, material, insurance, supervision and all other things and matters necessary any requisite for the fulfillment of this tender, whether in the Scopes such are expressed or not.

## 4. COMPLETION OF TENDER

4.1 The tender and all accompanying documents must be completed in ink or typescript and submitted in the manner stipulated in Part I "Lodging of Tender" of this tender. Otherwise, its tender will not be considered.



4.2 The Tenderers must submit their Tenders in 2 separate envelopes, viz. Envelope One and Envelope Two to include the followings:

Envelope One should be marked as “Technical Proposal” which includes:

- i. Offer to be bound
- ii. Statement of Independent Bid
- iii. Contract Schedules – Statement of Compliance (**except** Price Schedules and Quotations)
- iv. Technical Proposal on the Booking System (**5 hardcopies and 1 softcopy in USB shall be submitted**)
- v. Preliminary Project Programmes, tasks, milestones and schedules
- vi. Company Profile: Year of Incorporation, Business Registration Number, Directors, Project organization chart, Job Reference list (e.g. Certificate of completion issued by Employer/Clients), relevant track records and qualifications of the key project responsible person e.g. Project-in-charge; if any
- vii. Audited financial statements for the past one (1) year
- viii. Management Accounts up to a period of three (3) months
- ix. Tenderer is requested to note that offer without a duly completed **Offer to be Bound and Statement of Independent Bid** will not be considered further. Failure to comply with any of the above requirements may render the tender invalid.

Envelope Two should be marked as “Fee Proposal” which includes:

- i. Form of Tender, and
- ii. Price Schedules and Quotations

4.3 Each of the two envelopes should indicate the name of the Tenderer. Each of the two envelopes shall then be sealed and put into an outer plain envelope marked as “Tender for HKGGA Booking System - GGA-BS-202526”.

4.4 This Tender shall be conducted in a two-envelope system process. HKGGA will complete the Technical Assessment first by evaluating the Technical Proposal of the Tenderers. The Fee Proposal of those Tenderers who can pass the Technical Assessment will then be further evaluated.

4.5 The Tenderers must submit their Technical Proposal in 3 hard copies and 1 softcopy in USB. It shall be at the HKGGA's sole discretion whether or not to request interview presentation. In the event of conflict between the hardcopy and softcopy, the hardcopy version shall prevail.

## 5. CONFIDENTIALITY

Contents of this tender, together with all documents and communications relating thereto, shall be treated as strictly confidential and shall not be used except for the purpose of responding to this tender.

## 6. STATEMENT OF COMPLIANCE

Tenderer shall comply with all the terms and conditions as specified in the Part III - Conditions of Contract and Part IV – Special Condition of Contract. The hardware, software and services offered by the Tenderer shall indicate if the package solution complies with the requirements specified as such in the **Part VI - Systems and Infrastructure Requirements, Part VII - Project**

**Requirements, and Part VIII Contract Schedules.****7. CANCELLATION OF TENDER**

Without prejudice to the HKGGA's right to cancel the tender, where there are changes of requirement after the Tender Closing Date or the extended Tender Closing Date, if applicable, for operational or whatever reasons, the HKGGA is not bound to accept any conforming tender and reserves the right to cancel the tender.

**8. QUALIFICATIONS OF TENDERERS**

All the tenderers shall be established companies with experience in respect of design, delivery, installation, sourcing, supply or manufacture or related job arrangement for this tender. Job reference list with supporting documents (e.g. Quality Awards, Certificates of Completion issued by Employer/Clients) shall be provided.

**9. TENDER EVALUATION**

9.1 A Tender Assessment Panel will be set up to evaluate the Tenders in accordance with the following 60%: 40% weighting: -

Stage 1 – Technical Proposal

The Tenderers shall score a passing mark of at least 50 marks (Full marks is 100) in the Technical Assessment before applying the 60% weighting in the Marking Scheme (details please refer to clause 9.2 for the Marking Scheme) or their Tenders will not be considered further. The weighed technical score of each Tender which scores all passing marks will be determined by the formula: -

$$60 \times \frac{\text{Overall mark of the Technical Proposal}}{\text{Highest overall mark among all Technical Proposals}}$$

Stage 2 – Fee Assessment

Fee proposals should only be opened and assessed after passing the technical assessment. The Fee Assessment will be conducted based on the following formula: -

$$40 \times \frac{\text{Lowest Tender Fee among all passing Technical Proposals}}{\text{Tender Fee of the Tender}}$$

Stage 3 – Combined Scores

The combined scores of the conforming Tenders will then be determined by the formula: -

$$\text{Weighted Technical Score} + \text{Weighted Fee Score}$$

The tender's scoring technical score less than 50 shall be disqualified and their fee proposal will not be opened.

In general, Tenders with the highest combined score will be awarded. However, HKGGA is not bound to accept the lowest price tender or the highest score. The award will be made to the tenderer who appears to be fully capable of undertaking the contract and whose tender is

considered to be the most advantageous to the HKGGA.

## 9.2 Marking Scheme on Technical Proposal

The Tender Assessment Panel will evaluate the Technical Proposal against the following marking scheme. Tenderers will be invited to attend a tender interview and presentation on solution demonstration to explain their proposal and commitments.

HKGGA will award the Contract, wholly or partially, to the Tenderer who is capable to comply with the requirements of the Tender through the two-envelope system by firstly assessing the technical proposal and then considering the prices with the scoring formula as prescribed in 9.1 above. **HKGGA is not bound to procure all items. HKGGA can award the Contract with partial values or quantity on the items.**

HKGGA is not bound to accept the lowest price tender or the highest score. The award will be given to the tenderer who appears to be fully capable of undertaking the contract and whose tender is considered to be the most advantageous to the HKGGA. HKGGA is also not bound to procure all optional contract items and values. HKGGA can award partial values on the optional items.

If the tender is complete and compliant with the tender requirements, tenderer will be evaluated in four areas against the following listed criteria:

1	Experience of Tenderer	Maximum Score (10)  5 marks to be awarded for each point listed in the right column.	<p>1) <b>Company Background and Track Records</b> – assess the company’s expertise in developing booking systems and evaluate their past experience and success in delivering similar projects. Demonstrate at least two successfully completed relevant projects within the past 5 years.</p> <p>2) <b>Project Team’s Qualifications</b> – review the skills, qualifications, and relevant expertise of the proposed project team. The project team should include project leaders (e.g. project manager) and members. The team should have at least one team member with relevant projects experience, and the project manager must possess at least one bachelor’s degree in relevant field, ten years working experience</p>
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			with at least five years working experience in project management, one relevant project experience, and is preferred to be certified Project Management Professional (e.g. PMP). The CV of each proposed project team members are required to be provided in the proposal.
2 .	Technical Proposal	<p>Maximum Score (60)</p> <p>10 marks to be awarded for each point listed in the right column.</p>	<p>1) <b>Approach and Methodology</b> - evaluate the proposed methods and strategies for achieving project goals.</p> <p>2) <b>User Interface and Experience</b> - consider the ease of use, accessibility, and overall user-friendliness of the proposed solution.</p> <p>3) <b>Integration Capabilities</b> - review how well the solution integrates with existing systems and third-party services.</p> <p>4) <b>Scalability</b> - evaluate whether the solution allows for future expansion, such as additional users, features, or facilities.</p> <p>5) <b>Interoperability</b> - ensure the system's ability to function with different platforms or devices.</p> <p>6) <b>Compliance and Security</b> – ensure data protection through encryption, access control, backups, and adherence to relevant regulations and privacy standards.</p>

3 .	Works Management	<p>Maximum Score (15)</p> <p>3 marks to be awarded for each point listed in the right column.</p>	<p>1) <b>Project Understanding</b> - assess if the proposal demonstrates a clear understanding of the requirements and objectives.</p> <p>2) <b>Resource Allocation</b> - ensure that resources, including manpower, tools, and equipment, are sufficient to support the project.</p> <p>3) <b>Timeline and Milestones</b> - review the timeline and milestones for feasibility and clarity.</p> <p>4) <b>Contingency Plan</b> - review the plans to handle unexpected risks and challenges.</p> <p>5) <b>Defect Liability and Follow-up</b> – review process for fixing defects inclusively after the system deployment acceptance – the warranty period.</p>
4 .	Maintenance & Support Methodology	<p>Maximum Score (15)</p> <p>5 marks to be awarded for each point listed in the right column.</p>	<p>1) <b>Methodology and Process for Maintenance and Support</b> - evaluate the clarity, effectiveness, and feasibility of the proposed approach for ongoing maintenance and support services.</p> <p>2) <b>Changes, Updates, and Bug Fixes</b> - assess the plans for implementing system changes, updates, and resolving bugs effectively.</p> <p>3) <b>Data Backup and Recovery</b> – evaluate the mechanisms in place to ensure data backup and recovery processes.</p>

## 10. FINANCIAL VETTING

The Tenderer shall submit the following financial information in Technical Proposal:

- (a) Audited financial statements (including the Directors' Report, Auditors' Report, Balance Sheet, Profit & Loss Account/Income Statement, Statement of Changes in Equity, Cash Flow Statement and Notes to the Accounts) for the past one (1) financial year. If the Vendor is partnership, audited financial statements for each partnership participant are also required. If the Vendor is a subsidiary of another company, both the consolidated group financial statements and the company-only financial statements reflecting the financial position and results of the Vendor itself are required.
- (b) Management accounts up to a period not earlier than three (3) months. Such management accounts are required to be certified by the sole proprietor, partners, directors of the Vendor or certified public accountants.

## 11. NEGOTIATION

The HKGGA reserves the right to negotiate with any tenderer about the terms of the offer and the terms and conditions of the Contract.

## 12. FREE PRESENTATION ON SOLUTION DEMONSTRATION

12.1 During the Tender Validity Period, Tenderer shall arrange the following presentation free of charge at the HKGGA after the close of tender. Tenderer acknowledges that it shall be at the HKGGA's sole discretion whether or not to request such a presentation.

12.2 Upon request, Tenderer shall attend the tender interview and carry out the presentation with a demonstration in 1.5 hours which **shall include but not limited to** the following agenda:

- (i) Introduction to company, products, projects, services portfolio, solution demonstration, and understanding of the requirements; (Max 60 minutes)

Please refer to “**9.2, Marking Scheme on Technical Proposal**”, for the presentation content and sequence.

Experience of Tenderer  
Technical Proposal  
Works Management  
Maintenance & Support Methodology

- (ii) Questions from the Assessment Panel (30 minutes)

12.3 All proposed project team members shall attend the presentation. Interviews with all members in their specialties are required.

12.4 Tenderers shall prepare their own necessary equipment (e.g. Notebook computer) for the presentation. HKGGA shall only provide power sources and projector.

12.5 Tenderer shall provide 3 hard copies and one softcopy of presentation material to HKGGA for reference and further evaluation on the day of presentation.

12.6 Invitation for a presentation does not imply that the invited Tenderer is chosen by HKGGA for the services.

12.7 The presentation shall be set up with the Tenderer's own resources and at its own expense. HKGGA will not bear any cost arising from the presentation.

12.8 Failure to comply with the requirements in all the sub-clauses above will render the tender invalid and the tender will not be considered further.

### 13.ANTI-BRIBERY

13.1 The tenderer shall not, and shall procure that his employees, agents and sub-Contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in connection with the tendering and execution of this contract.

13.2 Failure to so procure or any act of offering, soliciting or accepting advantage referred to in the sub-clause above committed by the tenderer or by an employee, agent or sub-Contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

### 14. ANTI-COLLUSION

14.1 The tenderer shall not communicate to any person other than the HKGGA 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 he or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the HKGGA of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender. The tenderer shall not, and shall procure that his employees, agents and sub-Contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in connection with the tendering and execution of this contract.

14.2 The sub-clause above shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-Contractors to solicit their assistance in preparation of tender submission.

14.3 The tenderer shall submit to the HKGGA a duly signed letter in the form set out in **Part X - Statement of Independent Bid**. The letter shall be signed by a person authorised to sign the contract on the tenderer's behalf.

## 15. TENDERER'S QUERIES

All enquiries from the tenderer relating to this document up to the date of lodging its tender with the HKGGA should be in writing and shall be made to:-

Name: Joe Chau  
Hong Kong Girl Guides Association  
Email: joe.chau@hkgga.org.hk  
Address: 1/F, No. 8 Gascoigne Road, Kowloon.

After lodging a tender with the HKGGA, the tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the HKGGA on its tender or this tender document. The HKGGA shall have the sole right to initiate any such further contact and all such contacts and any replies of the tenderer thereto shall be in writing or formally documented in writing.

## 16. ACCEPTANCE OF TENDER

This Tender document should not be construed as an agreement to assigning the job of the Tenderer(s). HKGGA is not bound to accept the lowest tender, nor to award the Contract to one Tenderer for all Sections in Price Schedules. HKGGA may accept individual items offered in Price Schedules with change of quantity.

The HKGGA reserves the right to negotiate with the successful Tenderer about the terms of the offer and modification of any items described or mentioned in this Tender.

## 17. OWNERSHIP OF TENDER

All documents, including but not limited to bids, perspectives and photos, proposal etc., submitted to the HKGGA become the property of the HKGGA.

## 18. ADDENDUM

The HKGGA may issue addendum to the terms and conditions set out in the Tender Documents before the Tender Closing Date. If any addendum is issued after the Tender Closing Date, Tenderers will be asked to confirm compliance with the addendum, failing which their Tenders may be disqualified.



## **Part III CONDITIONS OF CONTRACT**

### **1. CONTRACTOR'S ACKNOWLEDGEMENT AND CONTRACT PERFORMANCE**

#### **Supply of Goods**

- 1.1 The Goods to be supplied under the Contract shall be as laid down in the Contract and shall be delivered to HKGGA as and when requested by the Inspection Officer.
- 1.2 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to supply to HKGGA the Goods, which shall comply fully with the requirements set out in the technical specifications and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the technical specifications or any other provisions of the Contract.

#### **Provision of Services**

- 1.3 The Services to be performed under the Contract shall be as laid down in the service specifications, special conditions of contract and schedule (if any) and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer;
- 1.4 The Contractor shall not extend the Services beyond the requirements specified in the service specifications, special conditions of contract and schedule (if any). HKGGA Representative may, subject to the proviso hereinafter contained, at any time during the duration of the Contract by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the duration of the Contract, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the service specifications, special conditions of contract and schedule (if any);
- 1.5 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
  - (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
  - (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
  - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, HKGGA staff and others who may be affected by its performance of Services.

**Goods/Services**

- 1.6 The Contractor further acknowledges that HKGGA relies on the skill and judgment of the Contractor in the supply of the Goods, provision of the Services and the performance of its obligations under the Contract;
- 1.7 Where a variation has been made to the Contract the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in the price schedule so far as the same may be applicable and where rates are not contained in the price schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances;
- 1.8 The Contractor shall perform its obligations under the Contract:
  - (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence;
  - (b) in accordance with Good Industry Practice; and
  - (c) to comply with all applicable laws.
- 1.9 The Contractor shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- 1.10 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- 1.11 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to HKGGA in connection with the Goods or Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify HKGGA against all losses and damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.

**2. WARRANTIES AND REPRESENTATIONS**

- 2.1 The Contractor warrants, represents and undertakes that:

**Goods**

- (a) the Goods conform in all respects to the technical specifications and, where applicable, with any sample approved by HKGGA;
- (b) the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the technical specifications and any particulars specified in the Contract;

- (c) the Goods are free from defects in design, materials and workmanship and are fit and sufficient for any particular purpose made known to the Contractor by HKGGA and to the extent consistent with such particular purpose, for other purposes for which such Goods are ordinarily used and the Contractor shall ensure that the Goods supplied are of the same source (in terms of manufacturer and place of origin) as stated in the Contract;
- (d) all consents, approvals, licences and certificates have been duly obtained for the manufacture, sale, supply and use of the Goods and the use of the Goods by HKGGA will not contravene any applicable laws;

### **Services**

- (e) The Contractor and its sub-Contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (f) The Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skillful and workmanlike manner;
- (g) The Services shall conform in all respects to the service specifications and conditions under the Contract;
- (h) It shall not employ any illegal workers to carry out its obligations under the Contract;

### **Goods / Services**

- (i) The Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
  - (j) The Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
  - (k) All authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and use of the Services by HKGGA will not contravene any applicable law;
  - (l) It owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract.
- 2.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 2.1 and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") shall be true without limitation in time, save that in case of any Warranty expressed to be effective for the duration of the Contract, it shall be true on each day of the duration of the Contract as if it is repeated on each such day.
- 2.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

### 3. COSTS AND EXPENSES

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

### 4. THE GOODS

- 4.1 All Goods supplied by the Contractor to HKGGA under the Contract shall be of merchantable quality, fit for purpose, and comply in all respects with the technical specifications.
- 4.2 The Goods to be delivered and shall be delivered at the time and in the manner set out in the Contract. If no time is specified in the Contract, the Goods shall be delivered on request by HKGGA Representative.
- 4.3 Time shall be of the essence as regards delivery of Goods or performance of Services.
- 4.4 The Contractor shall be liable to HKGGA under the terms of the Contract whether or not the Goods are manufactured by it.

### 5. INSPECTION AND ACCEPTANCE OF GOODS

- 5.1 All Goods delivered to HKGGA shall be subject to such inspection and/or testing as specified in the Contract and such other inspection and/or testing as HKGGA considers appropriate. The Contractor shall provide all reasonable assistance to HKGGA in relation to all such inspection and testing free of charge. Without prejudice to the generality of the foregoing, HKGGA Representative may by giving reasonable prior notice to the Contractor, inspect or test the Goods either in the form of a finished product or in the process of manufacture.
- 5.2 If required by HKGGA Representative, the Contractor shall deliver to HKGGA Representative a proof note or a certificate showing that the Goods have been subjected to and passed the tests as specified in the Contract and such other tests referred to in Clause 5.1.
- 5.3 No failure by HKGGA to make a complaint at any time of an inspection or test, and no approval or consent given during or after such inspection or test shall constitute a waiver by HKGGA of any rights or remedies it has or may have in respect of the Goods. HKGGA reserves all its rights to reject the Goods whether under the provisions of the Contract, in law or otherwise.

### 6. REJECTIONS OF GOODS

- 6.1 If any Goods supplied by the Contractor is not fit for purpose or of merchantable quality or fails to comply with the technical specifications or other provisions of the Contract, notwithstanding any acceptance of the Goods by HKGGA, HKGGA may reject those Goods.
- 6.2 After rejecting the goods, HKGGA may exercise all or any of the following rights:
  - (a) require the Contractor to remove the Goods within the period specified by HKGGA;
  - (b) require the Contractor to repair the Goods promptly and in any event no later than a date prescribed by HKGGA;

- (c) require the Contractor to replace the Goods promptly, and deliver to HKGGA the replacement Goods no later than a date specified by HKGGA; and/or
- (d) terminate the Contract forthwith.

- 6.3 If HKGGA rejects any Goods, the Contractor shall forthwith refund to HKGGA all monies, if any, previously paid by HKGGA to the Contractor in respect of the rejected Goods.
- 6.4 Risk in all Goods rejected or returned by HKGGA to the Contractor remains with the Contractor (irrespective of the location of the Goods) and they shall be returned to the Contractor at the Contractor's expense.

## 7. PLACE OF ORIGIN OF GOODS

HKGGA reserves the right to reject any Goods which were not manufactured in the place as specified in the Contract. The Contractor shall ensure that the Goods supplied are of the same source (in terms of manufacturer and place of origin) as stated in the Contract. In the event that there are any reasons necessary to change the Goods, the replacement Goods shall be of equivalent and identical standards and quality or above the level of the original standards and quality subject to the approval of HKGGA.

## 8. SURVEY EXPENSES

If HKGGA discovers any defect in the Goods, HKGGA may, at the costs and expense of the Contractor, appoint a surveyor or an expert in the appropriate field to investigate and/or establish the nature of the defect.

## 9. PROVISION OF SERVICES

- 9.1 The Services shall be provided in a workman like manner and in all respects in accordance with Good Industry Practice.
- 9.2 The Contractor shall provide HKGGA the Services on the date and time so specified in the Contract; if no time is specified in the Contract, the Services shall be provided on request by HKGGA Representative.
- 9.3 Time shall be of the essence as regards each provision of the Services specified in the Contract.

## 10. INSPECTION OF SERVICES

- 10.1 The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or HKGGA Representative. Upon breach of any term or condition of the Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the service specifications, HKGGA shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.

- 10.2 In the event that the Contractor, its sub-Contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, HKGGA may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by HKGGA.

## 11. NON-EXCLUSIVE CONTRACT

Nothing in the Contract shall preclude HKGGA from procuring any Goods or Services from any other person / Company / Organization / Agency / Corporation.

## 12. PAYMENT OF THE CONTRACT PRICE

- 12.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract, HKGGA shall pay the Contractor the Contract Price in accordance with the payment timetable set out in the price schedule, implementation plan, and payment stage.
- 12.2 Notwithstanding any provision in the Contract, unless otherwise agreed in writing by HKGGA, in respect of any Goods or any Services delivered to HKGGA, HKGGA shall not have any obligation to pay the Contractor any Contract Price for such Goods or any Services unless and until the Goods or Services have been accepted by HKGGA in the manner prescribed in the Contract.
- 12.3 The Contract Price is inclusive of all charges (including the costs of packaging, packing, shipping, carriage, insurance, unloading of the Goods and inland freight, broker's fees, custom house's fees, duties, imposts, levies, labour costs, all charges and fees incurred in the provision of services) and all other costs and charges for the sale and delivery of the Goods to the destination specified in the Contract and all charges for the provision of Services. Unless otherwise specified in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 12.4 Notwithstanding any provision of the Contract, HKGGA is entitled to withhold payment of all or any part of the Contract Price and any other sum payable by HKGGA to the Contractor under the Contract if:
- (a) the Contractor fails to observe or perform any provision of the Contract;
  - (b) HKGGA disputes on any reasonable ground its obligation to pay the amount in question;
  - (c) HKGGA has reasonable grounds to believe that the Contractor is or will be liable to HKGGA under any provision of the Contract for the loss or damage suffered by HKGGA; or
  - (d) withholding of payment is required by any applicable law.
- 12.5 If the Contractor fails to comply with any terms and conditions of the Contract, or fails to deliver the Goods or provide the Services to HKGGA according to the specified date and time in the Contract, or HKGGA rejects those Goods or Services according to any provision of the Contract, or the Contractor fails to replace the Goods specified in the rejection notice, HKGGA may deduct from any deposit paid to HKGGA an amount to recover the amount of costs, losses, damages or expenses suffered or incurred by HKGGA arising from or relating to such failure.

- 12.6 If the Contractor fails to comply with any term and condition of the Contract or commits a fundamental breach of any term of the Contract, HKGGA may terminate the Contract immediately. The Contractor shall indemnify HKGGA all losses, damages, demands, charges, costs and expenses of whatsoever nature arising from the termination of Contract or recover the amount of costs, or expenses arising from the production of any Goods or provision of any Services in such manner as it thinks fit.

### 13. DELAY

- 13.1 The Contractor shall provide the Stage Deliverables and System Ready for Use on or before the respective Scheduled Completion Dates as specified with all related Acceptance Criteria passed. The HKGGA expects the system will be ready for use in accordance with the scheduled completion dates after the project award. The Contractor needs to state their best delivery and if not, what is the elapsed time for this project.
- 13.2 If the Contractor shall fail to provide the Stage Deliverables or any phase of the Booking System Ready for Use by the respective Scheduled Completion Dates specified with all related Acceptance Criteria passed and such is due to the failure of the system or the non-performance of the Contractor, then the Contractor shall pay to the HKGGA such sum as demanded by the HKGGA as damages for any loss or damages sustained by the HKGGA resulting from delay during the period from the respective Scheduled Completion Dates to the date on which the Contractor provides that Stage Deliverables or that phase of the Booking System Ready for Use calculated at the charge of 1% of the contracted price for every day of the delay which excluded the dates of any delay caused or requested by the HKGGA. However, the total amount due under this sub-clause shall not exceed a maximum of 20% of the total contract price. The payment of liquidated damages shall not relieve the Contractor of its obligation to provide the Stage Deliverables or New System Ready for Use or from any other liability or obligation under this Contract.
- 13.3 If the Contractor shall fail to provide Stage Deliverables or New System Ready for Use within 60 days after the respective Scheduled Complete Dates as specified in the Contractor's Technical and Solution Proposal, or if this date is extended mutually by the HKGGA and the Contractor, by such extended date, then notwithstanding anything else contained in this Contract the HKGGA shall be entitled to terminate this Contract forthwith on giving written notice to the Contractor. Upon such termination the Contractor shall forthwith refund to the HKGGA all moneys previously paid to the Contractor under this Contract.

### 14. GUARANTEE OF THE QUALITY OF THE GOODS

- 14.1 Without prejudice to Clause 4.1, the Contractor shall, for a period of twelve (12) months after the date of HKGGA's acceptance of any Goods or a longer period specified in the Contract ("Guarantee Period"), guarantee the quality of such Goods and that they are free from faulty materials or workmanship.
- 14.2 In respect of any Goods accepted by HKGGA, the Contractor shall whenever required by HKGGA by notice in writing to the Contractor, make good and remedy (whether by repair or replacement as HKGGA may elect) to the reasonable satisfaction of HKGGA all defects in the Goods (whether arising from defective design, materials, workmanship or otherwise) discovered at any time during the Guarantee Period and specified by HKGGA in the notice. The Contractor shall promptly comply with a notice issued under this Clause and have the defects made good and remedied to HKGGA's reasonable satisfaction no later than the date specified by HKGGA in the notice.

- 14.3 If the Contractor fails to make good or remedy any defects in accordance with Clause 14.2, HKGGA may, after notifying the Contractor of its intention, arrange to make good and remedy the defects by repair or replacement at the Contractor's risk and expense.

## 15. CONTRACT VARIATIONS

- 15.1 This Contract consists of all requirements listed. The initial awarded contract value will be the sum of prices for all these requirements. HKGGA reserves the right to select and implement specific requirements based on project needs and priorities. The overall tender value will be adjusted accordingly to reflect the finalized scope of requirements and services. The Contractor cannot refuse the contract variation for the deduction of contract value and contract period.
- 15.2 The default contract period is from contract award to include one (1) year warranty plus three (3) years maintenance and support services. For the maintenance and support services, HKGGA will confirm to draw the services every year before the corresponding period starts.
- 15.5 It will be subject to mutual agreement to extend the contract period or increase the contract values. This refers to additional years of annual maintenance and support services or additional man-days effort for customization/ad-hoc requirements and services. This will be under additional agreement to this contract.

## 16. LIABILITY AND INDEMNITIES

- 16.1 Neither HKGGA nor any of its employees or agents shall be under any liability whatsoever for or in respect of:
- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any negligence of HKGGA or any of its employees or agents or otherwise); or
  - (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the negligence of HKGGA or any of its employees or agents.
- 16.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of HKGGA and its employees and agents (each an "Indemnified Person") against:
- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person ("Claims"); and
  - (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any negligence of the Contractor or any of its employees, sub-Contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,



which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-Contractors;
- (ii) the negligence, recklessness, tortious acts or willful omission of the Contractor, its employees, agents or sub-Contractors;
- (iii) any default, unauthorised act or willful misconduct of the Contractor, its employees, agents or sub-Contractor(s); or
- (iv) any claim for breach of Intellectual Property Rights in the Goods or Materials;
- (v) the non-compliance by the Contractor, its employees, agents or sub-Contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

- 16.3 The indemnity under Clause 16.2 shall not apply to any injury or death caused by the negligence of an Indemnified Person.
- 16.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform HKGGA Representative as early as practicable and deliver to HKGGA a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by HKGGA Representative.
- 16.5 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 (Chapter 71 of the Laws of Hong Kong).
- 16.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of HKGGA in enforcing any of the terms and conditions of the Contract.

## 17. TERMINATION OF THE CONTRACT

### 17.1 If:

- (a) the Contractor fails to deliver or provide to HKGGA any Goods or Services within the date and time as specified in the Contract;
- (b) any Goods or Services are rejected pursuant to the Contract;
- (c) the Contractor fails to deliver to HKGGA replacement Goods or rectified Services by the date and time specified by HKGGA Representative;
- (d) the Contractor offers to deliver or delivers to HKGGA any Goods which have previously been rejected by HKGGA Representative;
- (e) the Contractor commits a fundamental breach of any term of the Contract;

- (f) the Contractor is in breach of any of its warranties and undertakings or other provisions under the Contract;
- (g) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (h) the Contractor or any officer (including director), employee or agent of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with HKGGA;
- (i) HKGGA is given the right to terminate the Contract under any other provision of the Contract; or
- (j) the Contractor is insolvent, in the subject of a winding up or bankruptcy petition or resolution, suspends or threatens to suspend all or part of its business or a receiver or manager is appointed over all or part of its business,

HKGGA may by written notice to the Contractor terminate the Contract immediately.

- 17.2 On termination of the Contract for any reason, HKGGA is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon HKGGA by the Contract.
- 17.3 The expiry or termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 17.4 If the Contract is terminated under Clause 17.1 and HKGGA makes other arrangements for the supply of any Goods or provision of any Services from any other source, HKGGA may recover from the Contractor all costs and expenses incurred in making the arrangements (including the costs and expenses incurred in conducting any tender or quotation as appropriate for procurement of the Goods or Services then outstanding) and any additional expenditure incurred by HKGGA in connection with a default by the Contractor referred to in Clause 17.1. If the Contract is so terminated, until HKGGA has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by HKGGA to the Contractor for the Goods or Services supplied by the Contractor prior to termination and in accordance with the Contract for which payment has yet to be made by HKGGA.
- 17.5 On termination of the Contract the Contractor shall return all confidential information in the possession of the Contractor, cooperate to ensure an orderly transmission of the provision of Goods or Services to another person and provide all information requested by HKGGA for the purpose of allowing HKGGA to appoint a substitute Contractor.
- 17.6 No compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) shall be payable by HKGGA to the Contractor as a result of any suspension or early termination of the Contract by HKGGA.

## 18. DISPUTES

Any dispute which may arise between the parties concerning this Contract shall be determined as follow:

- 18.1 If the dispute shall be of a technical nature concerning the interpretation of the Requirement Specifications or any similar or related matters, then such dispute shall be referred for arbitration to an arbitrator nominated jointly by the parties. The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees.
- 18.2 In any other case the dispute shall be determined by the Courts of the Hong Kong Special Administrative Region and the parties hereby submit to the exclusive jurisdiction of such Courts for such purpose.

## 19. INTELLECTUAL PROPERTY RIGHTS

- 19.1 The HKGGA owns all the data stored on the New System. The Contractor shall assist in exporting or delete the data stored from the New System at any time upon request by HKGGA.
- 19.2 The Contractor warrants that the Goods and Services supplied under the Contract and the process for their manufacture do not infringe the Intellectual Property Rights of any third party.
- 19.3 The Contractor shall notify HKGGA in writing immediately if any claim for infringement or alleged infringement of any Intellectual Property Rights is lodged against it whether during or after the expiry of the duration of the Contract in respect of the Goods and Services.
- 19.4 The Contractor waives and shall procure a waiver of all moral rights (whether past, present or future) subsisting in copyright produced by the Contractor in the performance of the Contract. In this Clause, "moral rights" means the moral rights referred to in the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 19.5 The Contractor further undertakes to procure that each third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to HKGGA a non-exclusive licence, or if it is a licensee of those rights, shall grant to HKGGA an authorised sub-licence, to use, reproduce, modify, develop and maintain those Intellectual Property Rights. The licence or sub-licence shall be non-exclusive, irrevocable, worldwide, perpetual, royalty-free, transferable and sub-licensable.
- 19.6 Without prejudice to any other provision of the Contract, the Contractor shall indemnify HKGGA and keep HKGGA fully and effectively indemnified against all claims, actions, proceedings, liabilities, losses, damages, demands, charges, costs and expenses of whatsoever nature arising from or in relation to any infringement or alleged infringement of any Intellectual Property Rights in connection with the use or possession of the Goods and Services by HKGGA.
- 19.7 HKGGA shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in HKGGA at the time they are created. Subject to Clause 19.9, the Contractor warrants that such Materials are original works developed by or on behalf of the Contractor.

- 19.8 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of HKGGA. "Use" includes any acts restricted by copyright.
- 19.9 If materials from other copyright works or Intellectual Property Rights from other sources (except those originating from HKGGA) are included in the Materials or any software and materials are supplied or used by the Contractor in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Contractor shall identify such materials to HKGGA and keep HKGGA informed in writing of such third party materials.
- 19.10 The Contractor warrants that:
- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for HKGGA and its authorised tenants to use such third party materials;
  - (b) prior to the use and incorporation of such third party materials, the Contractor shall have obtained the grant of all necessary clearances for itself and for HKGGA and its authorised tenants authorising the use of such third party materials for the purposes contemplated under the Contract;
  - (c) the provision of the Services by the Contractor and the use or possession by HKGGA and its authorised tenants of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
  - (d) the exercise of any of the rights granted under the Contract by HKGGA and its authorised tenants will not infringe any Intellectual Property Rights of any person.
- 19.11 The Contractor hereby waives and will procure its officers, employees, agents, sub-Contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of HKGGA, its authorised tenants and licensees and shall take effect upon delivery of the relevant Materials.
- 19.12 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.
- 19.13 The provisions of this Clause shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## 20. CONFIDENTIALITY

- 20.1 The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which HKGGA has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Contractor ("Confidential Information"). The Contractor's obligations under this Clause 20 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 20.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep HKGGA, its authorised tenants, assigns and successors-in-title fully and effectively indemnified against any and all action, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-Contractors;
  - (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-Contractors in connection with the performance of the Contract; and
  - (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 20.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without HKGGA's prior written consent.
- 20.4 The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-Contractors who need to know the same for the purposes of the Contract.
- 20.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 20.6 The Contractor shall ensure that each of its employees, agents, sub-Contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 20.
- 20.7 The provisions of this Clause 20 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

## 21. INSURANCE

- 21.1 The Contractor shall effect and maintain with an insurance company a policy of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such policy shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained throughout the duration of the Contract and for a minimum period of six (6) years after the expiry or sooner termination of the Contract.
- 21.2 Without prejudice to Clause 21.1, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 21.3 If required by HKGGA, the Contractor shall deliver to HKGGA copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 21.4 If the Contractor fails to give effect to or maintain any insurance required under the Contract, HKGGA may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 21.5 No provision in any insurance and no amount of insurance covered shall relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

## 22. RELATIONSHIP OF THE PARTIES

The Contractor enters into the Contract with HKGGA as an independent Contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between HKGGA and the Contractor. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

## 23. ASSIGNMENT AND SUB-CONTRACTING

- 23.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of HKGGA, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- 23.2 A sub-contracting of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract, and the Contractor shall remain fully liable to HKGGA and be responsible for the acts and omissions of its sub-Contractors as though they were its own.

## 24. PUBLICITY

- 24.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use HKGGA's name in any document, publication, advertisement or publicity material without the prior written consent of HKGGA.
- 24.2 Subject to Clause 24.1, the Contractor shall submit to HKGGA Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Goods, or the Services or other products supplied or other Services provided or other work done in connection with the Contract wherein HKGGA's name is mentioned or language used from which a connection with HKGGA can reasonably be inferred or implied.
- 24.3 Notwithstanding any consent or approval given under Clause 24.2, whenever required by HKGGA, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein HKGGA is mentioned or language used from which a connection with HKGGA can reasonably be inferred or implied and the Contractor must comply with such request.

## 25. VICARIOUS LIABILITY

Any act, default, neglect or omission of any officers, employees, agents or sub-Contractors of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor.

## 26. NOTICES

Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out in the Contract (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).

## 27. CONTRACTS (RIGHT OF THIRD PARTIES) ORDINANCE

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

## 28. ENTIRE AGREEMENT

- 28.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by HKGGA.
- 28.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the delivery or provision of the Goods or provision of the Services except insofar as those obligations which have been fully performed.

## 29. SEVERABILITY

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

## 30. WAIVER

No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

## 31. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China including The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and 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 Contract.



## **Part IV SPECIAL CONDITIONS OF CONTRACT**

### **1. BACKGROUND**

The contractor should clearly understand the requirements and objectives and provide a solution for developing a scalable and secure booking system for staff, members, specific organizations, and non-members, to be implemented in two stages. In the first stage, the system will cater to the management of 5 campsites and 5 centres, while the second stage will expand its functionality to handle bookings for approximately 37 meeting or functional rooms at the new headquarters, which is currently under construction. The booking process should facilitate the inclusion of relevant equipment and services, and the gym facility will require distinct booking criteria tailored to its specific use case. This may include individual or group bookings, as well as sessions that involve trainers or coaches.

### **2. PERIOD OF CONTRACT**

This Contract will be awarded in third quarter 2025 (tentatively) subject to written confirmation by HKGGA. The Quotations in the Successful Tender shall be adopted as valid. The term of the provision of services and goods under this Contract will commence on the date to be notified by HKGGA and will cease once the Contractor has completed its provision of the services and goods and HKGGA has accepted all of the Project Milestones pursuant to the terms and conditions of the Contract.

- 2.1 HKGGA shall be entitled to postpone any of the delivery dates for any further period and the remaining part of the Project Milestones shall remain in full force and effect unless HKGGA shall otherwise determine.
- 2.2 Upon the completion of the installation, an installation test shall be conducted and documented in the presence of HKGGA authorized representatives to assess whether the installed Deliverable are operating in accordance with Requirement Specifications.
- 2.3 The Contractor shall keep HKGGA informed of the progress until all required works and services are delivered and installed at site satisfactorily.
- 2.4 The Contract shall be completed upon acceptance signed by HKGGA's authorized representatives for satisfactory design, delivery, installation and maintenance in the warranty and maintenance period of the required systems, mobile applications, networks, equipment and facilities at site as well as the smooth handover of the related warranties.

### **3. WARRANTY**

- 3.1 The Contractor shall provide at least ONE YEAR Warranty period unless otherwise specified in the Project Requirements, for all the items in the Quotations.
- 3.2 The Contractor warrants, declares and undertakes that:
  - 3.2.1 the software, hardware, equipment, facilities, devices supplied by the Contractor are new, the latest models in the market, and free from defects in design, material, workmanship and installation;

- 3.2.2 the Contractor has good, valid and subsisting title and/or Intellectual Property Rights in the Deliverables and in every part thereof and has all the necessary authority and approval to vest and shall vest the same to HKGGA;
- 3.2.3 where the Contractor supplies a third-party software to HKGGA as permitted under the terms of this Agreement, it has or shall have, prior to the delivery of the supplied software, a valid, full, transferrable, royalty-free and perpetual licence (including without limitation any patent, copyright, registered design or trademark) for the use of such third-party software by HKGGA and its affiliates;
- 3.2.4 it shall ensure the accuracy of the content on the System and the integrity and security of the System and the data collected through the System and software at all times;
- 3.2.5 it shall ensure that any e-mail communications sent under the System shall comply with all applicable laws and regulations, including those related to unsolicited commercial e-mail communications;
- 3.2.6 it will comply with all applicable standards (including such standards, practices and policies as are reasonably required by HKGGA, as updated and revised from time to time, including any branding, marketing or sponsorship restrictions or guidelines supplied or advised by HKGGA and any data retention or data security policies including any policies relating to the use, collection and storage of personal information of users of the System) and awards, as advised by HKGGA;
- 3.2.7 it shall use commercially reasonable efforts to ensure compliance with all applicable laws and regulations relating to the Booking System;
- 3.2.8 it will assist HKGGA to ensure that HKGGA/the Contractor (as appropriate) will hold all necessary licences and regulatory permits for the conduct of the System prior to the beta launch of the Booking System;
- 3.2.9 it will assist HKGGA in relation to any planned activities (if any), so that the Booking System upon launch will be conducted in accordance with all applicable laws, regulations, standards and rules relating to the conduct of on-line financial transactions including all applicable trade practices and fair-trading legislation and rules restricting misleading or deceptive conduct;
- 3.2.10 any and all materials and works produced by the Contractor and all results and proceeds of the Contractor's engagement and Services rendered under this Agreement, including any content or materials eligible for copyright or trademark protection (all the Contractor under this Agreement shall be original to the Contractor and neither the Materials nor HKGGA's use of the same shall infringe upon or violate the Intellectual Property Rights, including the copyright, trademark, trade secrets or patent rights, of any person, firm or entity and the Services provided under this Agreement shall be performed in good and workmanlike manner, free of material errors or defects in design, material and workmanship and in compliance with industry standards and all applicable laws and regulations;
- 3.2.11 it will assist HKGGA to ensure that the Booking System will be operated and maintained in accordance with all applicable laws and regulations, including privacy and data protection laws and regulations and HKGGA's policies and standards upon the public launch;

- 3.2.12 it will set up the Booking System so that upon launch, appropriate privacy policies, terms of use documents and such other system guidelines (each as prior approved by HKGGA) are functioning on the System in accordance with HKGGA's policies and standards and relevant laws and regulations;
- 3.2.13 it will design, build, update and maintain the Booking System with a view to ensuring that any personally identifiable information collected from system users will be collected, used and maintained in compliance with any posted privacy policy and the Contractor will itself comply with such posted privacy policies;
- 3.2.14 the Contractor shall pass all warranties or forms of warranty to HKGGA for custody upon completion of the installation and provide necessary assistance to HKGGA on any warranties/warranty claims.

#### 4. KEY MILESTONE

<b><u>Description</u></b>	<b><u>Tentative Timeline</u></b>
Opening date of Tender	9-Dec-2025
Closing date of Tender	9-Jan-2026
Tender interview (Presentation by Tenderers)	TBC
Award contract and the contract start date	22-Jan-2026
<b>Stage 1 – Establish the foundation of the booking system and enable reservations for 5 campsites and 5 centres</b>	<b>26-Jan-2026 – 25-Jun-2026 (Approx. 5 months)</b>
Requirement Consolidation	26 Jan – 9 Feb 2026 (2 weeks)
Analysis and Design	10 Feb – 8 Mar 2026 (4 weeks)
Development, Unit Test, and System Integration Test	9 Mar – 18 May 2026 (10 weeks)
User Acceptance Test	19 May – 2 Jun 2026 (2 weeks)
Issue Resolution	3 Jun – 12 Jun 2026 (2 weeks)
User guides and training workshops	13 Jun – 20 Jun 2026 (1 week)
System Deployment - Official Launch of the Stage 1	23 Jun – 25 Jun 2026 (final 3 days)
<b>Stage 2 – Expand the facilities booking for 37 rooms in new headquarters</b>	<b>2-Jul -2026 – 15-Oct-2026 (Approx. 3.5 months)</b>
Requirement Consolidation	2 Jul – 15 Jul 2026 (2 weeks)

Analysis and Design	16 Jul – 5 Aug 2026 (3 weeks)
Development, Unit Test and System Integration Test	6 Aug – 15 Sep 2026 (6 weeks)
User Acceptance Test	16 Sep – 30 Sep 2026 (2 weeks)
Issue Resolution	1 Oct – 8 Oct 2026 (1 week)
User guides and training workshops	9 Oct – 13 Oct 2026 (1 week)
System Deployment, Official Launch of the Stage 2	14 Oct – 15 Oct 2026 (2 days)

## 5. TIME IS OF THE ESSENCE

Time is of the essence in the performance of each and every obligation presented in this Contract.

## 6. PAYMENT FOR SERVICES

- 6.1 Each invoice submitted under this Contract shall give the Project Name as “HKGGA Booking System” particulars of the payment and value and shall be sent by the Contractor to the HKGGA staff or as otherwise directed by HKGGA.
- 6.2 Unless otherwise provided, payments shall be made to the Contractor by HKGGA at a percentage of the tender price which is subject to the payment milestones stated on the below “TERMS OF PAYMENT”.

## 7. TERMS OF PAYMENT

- 7.1 This is a fixed price Contract. All payments for this Contract are in Hong Kong Dollars. The Contractor shall not be entitled to any increase in the price and maintenance charges because of foreign exchange fluctuations.
- 7.2 The Fees for the Services is on a lump sum basis (including, but not limited to, site visits, photocopying charges, royalty, license fees, local and international fax charges, travelling expenses, postal and telecommunication costs, production of stimulus materials and other miscellaneous items), except for any third-party charges incurred with the prior written approval of and on behalf of HKGGA in which cases such charges should be recovered at cost upon presentation of relevant invoice(s) and receipts. The Contractor acknowledges that payment of the Fees constitutes full and complete payment in respect of the Services and Devices / Goods provided under this Contract and unless HKGGA agrees otherwise in writing, HKGGA shall have no obligation to pay any other amounts to the Contractor or any third party in connection with the Services and Devices / Goods provided by the Contractor.
- 7.3 HKGGA shall have the right to deduct from the payment any cost, expense and loss it incurred due to the Contractor’s failure to perform satisfactorily any parts of the Services and the indemnification from the Contractor as specified in Clause 13 and Clause 16 in the Conditions of Contract.
- 7.4 HKGGA shall pay the Contractor the Fees for the Services / Devices / Goods in accordance with the

Payment Schedule as specified in the Contractor's proposal which has been previously approved by HKGGA or such other Payment Schedule as mutually agreed by the parties subject to the completion of each Project Milestone to the satisfaction of HKGGA.

- 7.5 The Contractor shall produce an invoice for each sum payable to the named person to be informed by the HKGGA in writing.
- 7.6 The credit term is **Sixty (60) days** after delivery of the invoices to HKGGA in accordance with Clause 6.2 above.
- 7.7 Change of the terms of payment shall be at the discretion of HKGGA. Contractor may propose alternative terms of payment which have to be agreed by HKGGA.
- 7.8 Below are the payment milestones and schedule for the Project:

<b>Payment Milestones and Schedule</b>	<b>Percentage</b>
<b>Stage 1 – Establish the foundation of the booking system and enable reservations for 5 campsites and 5 centres</b>	<b>60%</b>
On acceptance of system analysis and design (SA&D)	15%
On acceptance of user acceptance test (UAT)	30%
On acceptance of system deployment (on production)	15%
<b>Stage 2 – Expand the facilities booking for 37 rooms in new headquarters</b>	<b>40%</b>
On acceptance of system analysis and design (SA&D)	10%
On acceptance of user acceptance test (UAT)	20%
On acceptance of system deployment (on production)	10%

## 8. SPECIFICATIONS AND REQUIREMENTS

The system must support flexible user management, including login via the membership system, direct login, and guest access, ensuring streamlined usability for all user types. Each user category will have distinct booking priorities and pricing structures. Key booking features should include real-time availability checks, pencil marking for temporary reservations, tailored e-forms and workflows for facility-specific criteria, payment processing, and automated confirmations that provide access credentials (e.g., QR codes). Cancellation and refund processes must align with predefined policies. Integration with external systems—such as the membership system, payment gateways, and access control systems—is essential. Profiles should manage user data, including history of bookings, transactions, and cancellations, while reporting tools should generate insights into financial performance, booking trends, and cancellation rates.

The booking process should not only accommodate campsites, centres, meeting rooms, and functional rooms but also facilitate the inclusion of relevant equipment and services. The gym facility will require distinct booking criteria tailored to its specific use case. This may include individual or group bookings, as well as sessions that involve trainers or coaches. The system shall include a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.

Furthermore, the system must be scalable, secure, and reliable, maintaining a 99.9% uptime for uninterrupted operation. Transactions must process within two seconds, and the system must provide

multi-language support and adjustable display font size to serve diverse users. Compatibility with modern web browsers, iOS, and Android is critical to ensure accessibility across platforms. Robust security measures—such as encryption, MFA, and strict password policies—must protect user data and comply with privacy regulations like the PDPO. Comprehensive backup and recovery plans must safeguard against data loss and guarantee functionality restoration within a maximum downtime of four hours.

## PART V      FORM OF TENDER

### for HKGGA Booking System

1. To be acceptable as a Tender, this form, properly completed and enclosed in a sealed plain envelope marked “**FEE PROPOSAL FOR HKGGA BOOKING SYSTEM**” and addressed to The Hong Kong Girl Guides Association, must be deposited in the Tender Box situated on First Floor (1/F), Hong Kong Girl Guides Association Headquarters, 8 Gascoigne Road, Kowloon, Hong Kong before 13:00 pm (time) on **January 9, 2026** (Hong Kong time). Late Tenders will not be accepted.

2. Having examined the Conditions of Contract, Special Conditions of Contract, System and Infrastructure Requirements, Project Requirements and Contract Schedule as defined in the Contract, I/we offer to construct, complete and maintain the whole of the said Works and Services in conformity with the said Conditions of Contract, Special Conditions of Contract, System and Infrastructure Requirements, Project Requirements and Contract Schedule for the sum of Hong Kong Dollars \_\_\_\_\_ (HK\$ \_\_\_\_\_) or such sum as may be ascertained in accordance with the Conditions of Contract, Special Conditions of Contract, System and Infrastructure Requirements, Project Requirements and Contract Schedule.

3. I/We undertake if my/our tender is accepted, I/We will carry out and complete the whole of the Works and Services to start operating all of the systems and infrastructure as required in this Contract within the \_\_\_\_\_ calendar days (including Sundays and public holidays) from and including the Commencement Date or within any extended time which may be authorized under the terms of the Conditions of Contract, Special Conditions of Contract, System and Infrastructure Requirements, Project Requirements and Contract Schedule.

4. I/We agree to abide by this tender for a period of 400 calendar days from and including the date of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted –at any time before the expiration of that period.

5. Unless and until a formal agreement is prepared and executed this tender together with the written acceptance thereof by the Employer subject to the provisions of Clause 4 hereof shall constitute a binding contract between us.

6. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer.

7. I am/We are aware of and accept the amendments to the Standard Conditions of Contract and Special Conditions of Contract.

8. I/We am/are in possession of a valid Business Registration Certificate No. \_\_\_\_\_ and dated \_\_\_\_\_.

Signature Name \_\_\_\_\_  
(in Block Letter)

in the capacity of \_\_\_\_\_ duly authorised to sign tenders for

and on behalf of \* \_\_\_\_\_

Registered address of firm \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

Date \_\_\_\_\_

Signature of witness \_\_\_\_\_ Name of witness \_\_\_\_\_  
(in Block Letter)

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

If a tender is being made by a partnership or an unincorporated body, the names and residential addresses of all partners shall be given in the spaces provided below.

\_\_\_\_\_  
Names of Partners

Residential Addresses of Partners

\_\_\_\_\_  
\* In the case of a limited Company, insert the name of the Company.



## **Part VI SYSTEM AND INFRASTRUCTURE REQUIREMENTS**

The system and infrastructure requirements establish the technical foundation for a scalable and secure booking platform for staff, members, specific organizations, and non-members. It must include the development of a responsive web and mobile application to ensure usability across various devices, as well as a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS. The system should seamlessly integrate with external systems such as membership systems, payment gateways and e-wallets, and access control systems. The booking process will utilize diverse e-forms and workflows, accommodating the specific requirements of different facility types. The gym facility will require distinct booking criteria tailored to its specific use case, it may accommodate an individual, a group, or sessions that necessitate a trainer or coach. In addition to booking campsites, centres, meeting rooms, and functional rooms, the process should facilitate the inclusion of relevant equipment and services. On the infrastructure side, a secure and scalable architecture is essential to manage high traffic and data storage needs. The platform requires APIs to enable seamless communication between the system and external services, along with a reliable networking and server infrastructure to guarantee consistent uptime and performance. Lastly, strict adherence to security protocols is crucial to protect sensitive data and prevent unauthorized access.

### **System Requirements**

#### **1. Functional Requirements**

The system must maintain a secure database with functions, e-forms, and workflows to store and manage essential information. This includes user profiles (e.g., contact details, preferences), booking information (e.g., current, past, and canceled bookings, along with their statuses such as pending, confirmed, or canceled), and payment details (e.g., payment method, status, invoices, receipts, refunds). Additionally, any other necessary data should be incorporated to effectively track and manage bookings. This ensures consistency in the user experience, efficient tracking, and effective booking management. A column-level encryption or field-level masking is required for sensitive or personal data.

##### **1.1 Account and Login Management**

###### **1.1.1 Account Registration, Creation, and Management**

- Enable new users to register an account within the booking system.
- Offer selection options for different user types.
- Allow configuration of mandatory fields to ensure required information is provided.
- Require users to read and acknowledge the disclaimer and privacy policy, including opt-out options for direct marketing.
- Enable authorized staff to manually register user accounts.
- Enable users for photo uploads and attach supporting documents.
- Establish an approval process with e-forms and workflows in which account registration requests are reviewed and approved by staff.
- Enable staff to request supporting documents submission and any additional information.
- Integrate with the membership system to enable real-time automatic (based on account validation period settings) and manual (e.g. a button or function) validation of membership status and qualifications.
- Enable authorized staff to manually create staff accounts with different account levels and access controls (e.g. role-based access), staff with multiple roles can switch roles during a

#### 1.1.2 User Profiles

- Enable users to update and manage their profiles, including personal information and acknowledgement record of disclaimer and privacy policy, which provides opt-out options for direct marketing.
- Record, store, and manage all booking information, including bookings, payments, receipts, cancellations, and refunds.
- Provide a dashboard to track all booking records, including current bookings, past bookings, and cancelled bookings.

#### 1.1.3 Password Reset

- Allow users to reset their password after logging in.
- Enable a “forgot password” feature for resetting passwords from the login page.

#### 1.1.4 User Login

The system should support three modes of access to ensure flexibility and accommodate different user scenarios:

- **Login via the existing membership system:** Users can log in through the existing membership system, which then redirects them seamlessly to the booking system while retaining their authenticated status.
- **Direct login to the booking system:** For users who prefer to log in directly to the booking system without using the membership platform can do so using either of the following methods:
  - ◆ Log in with password
  - ◆ Log in via One-Time Passcode (OTP) sent to their mobile phone or email
- **Allow bookings without login (as a guest):** Guest users can proceed with bookings without the need to create an account or log in, providing easy access for occasional users and first-time visitors.

### 1.2 System Configuration Management

The system should be flexible, with various adjustable settings and predefined values that can be used to modify its behavior without incurring additional fees for future programming changes (e.g., after system deployment). Authorized staff should be able to update these settings and values as needed, including but not limited to facilities, equipment, services, rooms, available time slots for specific facilities, pricing, priorities, user types, the validity period for pencil marks, number of times and days for sending notification reminders, and number times and days for validation of membership status and qualification. Additionally, the system should support password-related configurations, such as complexity requirements, length, change intervals, and the number of consecutive login attempts allowed.

### 1.3 Booking Process

#### 1.3.1 Booking Method

- Bookings can be made by both logged-in users and guest users.
- Logged-in users benefit from auto-fill features, streamlining the process, and their booking details will be saved for future reference and review.
- Users can complete the booking process through either the web interface or the mobile

application.

- The system must support distinct booking criteria for specific facilities, such as the gym room, to account for its unique requirements. The gym room may accommodate an individual, a group, or sessions that necessitate a trainer or coach.
- Allow the booking process to include relevant equipment and services (e.g., projectors, AV systems, trainers/coaches) for campsites, centres, meeting rooms, and functional rooms.

#### 1.3.2 Availability Check

- Allow users to search for facilities based on:
  - Dates and time ranges.
  - Locations.
  - Facility types (e.g., campsites, centres, meeting rooms, functional rooms).
  - Equipment and services (e.g., projectors, AV systems, trainers/coaches).
- Provide a calendar view for both users and staff.
- Display results with real-time updates on availability status.

#### 1.3.3 Pencil Mark Functionality

- Enable users to tentatively reserve facilities for up to 1 day (or specified time period).
- Automatically release pencil marks after the expiration period.

#### 1.3.4 Application Submission and Payment

- Provide intuitive e-forms along with workflows for booking requests.
- E-forms and workflows may vary for different facilities.
- E-forms should allow users to select user types, add additional equipment and services associated with the facilities, and attach supporting documents.
- User types will determine booking priorities and pricing. Integration with the Membership System may be required via APIs for validation of membership status and qualifications.
- Enable diverse payment options, including payment gateways, e-wallets, cash, cheques, and bank transfers, to facilitate payment processing.
- Generate, issue, and manage invoices and receipts.
- Route requests to staff for review (e.g., actual facility availability, user types, and supporting documents), update, and approval.

#### 1.3.5 Booking Confirmation

- Send booking confirmations to users upon approval.
- Include facility details, access credentials (e.g., QR codes, PINs, Access Cards), location information, and a receipt. Integration with the Access Control System is required via APIs.
- Users can view the confirmation through the web interface, email system, and mobile application.

#### 1.3.6 Cancellation and Refund

- Allow users to cancel bookings within the policy guidelines.
- Automate refunds according to the system's predefined cancellation policy.
- Apply penalties for late cancellations as required.
- If a request is rejected by staff, a full refund will be issued without any penalties.

### 1.4 Notification and Reminder

- Send automatic email and mobile application notifications when specific criteria are met, such as submission deadlines and booking reminders.
- Allow authorized staff to manually send email and mobile application notifications for announcements and follow-ups.

### 1.5 Data Export and Input

- Support data export to external formats (e.g., CSV, Excel, PDF).
- Enable data import from external files (e.g., CSV, Excel).
- Apply file-level encryption to exported reports containing sensitive or personal data.

### 1.6 Reporting and Analytics

- Generate detailed revenue reports from bookings and payments in a specified format.
- Provide insights into booking trends and facility utilization rates.
- Provide cancellation and refund rates by user type, facility type, and reasons for cancellation (if users specify).
- Enable staff to filter reports by date range, facility type, or user group.
- Enable staff to export reports to external formats (e.g. CSV, Excel, PDF).
- Apply file-level encryption to exported reports containing sensitive or personal data.

## 2. Non-Functional Requirements

### 2.1 Scalability

- The system must be able to accommodate increasing numbers of users, bookings, and facilities without performance degradation.
- It should support future expansion to additional locations or features.

### 2.2 Performance

- Provide fast response times, ensuring search results and transactions are processed within 2 seconds.
- The system should handle high traffic efficiently, especially during peak hours.

### 2.3 Reliability

- Ensure an uptime of at least 99.9% to minimize service disruptions.
- Include redundancy mechanisms to maintain functionality in case of server or system failures

### 2.4 Usability

- The system must be intuitive and easy to navigate, featuring multi-language support (e.g., English and Traditional Chinese) and adjustable display font size to accommodate diverse user groups.
- Ensure the web interface features a responsive design compatible with modern web browsers (e.g., Chrome, Edge, Safari) to maintain usability across desktops, tablets, and smartphones.
- Ensure the mobile application features a responsive layout optimized for various screen sizes and is compatible with different versions of iOS and Android platforms.

### 2.5 Compatibility

- Support modern web browsers such as Chrome, Edge, and Safari.
- Ensure full functionality on both iOS and Android mobile applications.
- Seamless integration with third-party APIs for membership systems, access control systems, and payment gateways and e-wallets.

### 2.6 Security

- Implement data encryption both in transit (e.g., HTTPS protocols) and at rest (e.g., database encryption).
- Incorporate password policies:
  - Minimum complexity requirements.

- Mandatory password resets every 3–6 months.
- Account lockout after 6 unsuccessful login attempts ; unlock via the “Forgot Password” function or by contacting the administrator.
- Include multi-factor authentication (MFA) options, such as One-Time Passcode (OTP) or two-factor authentication (2FA), for added security.
- Utilize CAPTCHA or similar tools to prevent automated attacks or spam.
- A column-level encryption or field-level masking is required for sensitive or personal data.
- Deploy enterprise-grade network and web application firewalls to protect against external threats.
- Apply file-level encryption to exported reports containing sensitive or personal data.
- Maintain audit logs for all actions performed within the system for monitoring and forensic analysis.
- Ensure compliance with data privacy regulations (e.g., The Personal Data (Privacy) Ordinance (the “PDPO”) or equivalent).
- Adhere to industry standards for payment transactions, including encryption and compliance with regulations like PCI DSS, to safeguard customer payment information.
- Regular security updates and vulnerability assessments to protect against threats.
- Carry out a System Risk Assessment & Analysis (SRAA) and a Privacy Impact Assessment (PIA) as part of building the Booking System. These checks should identify risks, show how they will be reduced, and confirm that personal data is handled safely. The results must be shared with the Client before the system goes live, and updated if the system changes.

## 2.7 Data Privacy and Retention

- Follow the data privacy regulations, ensuring user information is stored securely and handled in compliance with applicable laws.
- Define and implement data retention policies to manage the lifecycle of user data.
- Provide options for users to delete their accounts and associated data upon request.

## 2.8 Backup and Recovery

- Implement automated backup systems to ensure all data can be recovered in case of loss or corruption.
- Perform regular backups and store copies in geographically diverse locations.
- Include disaster recovery plans to restore system functionality within a maximum downtime of 4 hours.

# Infrastructure Requirements

## 1. Hardware Requirements

### 1.1 Cloud Service

- Use well-known, reliable, and secure cloud hosting platforms (e.g., Microsoft Azure, Amazon Web Services, and Alibaba Cloud).

### 1.2 Servers

- Use cloud servers that can handle multiple tasks at once – like running the booking website and saving data.
- Each server should have strong processors (like 4 or more virtual CPUs) and enough memory (16-64 GB RAM) to handle busy times.
- Application servers and database servers should be separated.
- Ensure flexibility for future expansion.

### 1.3 Storage

- Use high-speed solid-state drives (SSDs) with a minimum storage capacity of 1 TB to store user profiles, booking data, payment records, receipts, reports, backups, audit logs, and uploaded documents.
- Ensure flexibility for future expansion.
- Implement data protection technologies (e.g., RAID 5 or equivalent) to ensure resilience against a single disk failure.
- Implement backup mechanisms to ensure system and data recovery during system failures.

### 1.4 Network

- Use high-speed connections so the system responds quickly.
- Use load balancers to automatically manage traffic and keep the system running smoothly, even when lots of users are online.
- Deploy enterprise-grade network and web application firewalls to protect against external threats.

## 2. Software Requirements

### 2.1 Operating System

- Use reliable server-grade operating systems (e.g., Linux or Windows Server).

### 2.2 Database

- Implement a scalable relational database (e.g., SQL Server, PostgreSQL, or MySQL) for storing user and booking data.
- The database supports data encryption to ensure the secure storage and protection of information.
- A column-level encryption or field-level masking is required for sensitive or personal data.

### 2.3 APIs and Middleware

- Include all APIs for integration with external systems:
  - Membership systems.
  - Payment gateways, including but not limited to Visa, Master, Alipay, Wechat, FPS, Payme, and Octopus.
  - Access control systems.
- Middleware to facilitate communication between the booking system and third-party services.

### 2.4 Mobile application

- Ensure mobile application for iOS and Android platforms with seamless access to all booking system features.
  - The mobile application must have a responsive layout optimized for various screen sizes.
  - Support essential booking features, including registration, availability checks, booking via e-forms and workflows, payments, and receipts.
  - Push notifications for booking confirmations, updates, and announcements.
  - It should provide offline functionality for viewing existing bookings, booking histories, and associated receipts.
- Multi-language support (e.g., English and Traditional Chinese) and adjustable display font size to cater to diverse user groups.

## Part VII PROJECT REQUIREMENTS

The project involves developing a scalable and secure booking system for staff, members, specific organizations, and non-members, to be implemented in two stages. In the first stage, the system will cater to the management of 5 campsites and 5 centres, while the second stage will expand its functionality to handle bookings for approximately 37 meeting or functional rooms at the new headquarters, which is currently under construction. Among these rooms, **the gym room will require distinct booking criteria tailored to its specific use case, it may accommodate an individual, a group, or sessions that necessitate a trainer or coach.** The system shall include a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.

In addition, the system must integrate seamlessly with external systems, including membership systems, payment gateways, and access control systems. To enhance flexibility and efficiency, the booking process will utilize diverse e-forms and workflows, accommodating the specific requirements of different facility types. In addition to booking campsites, centres, meeting rooms, and functional rooms, the process should facilitate the inclusion of relevant equipment and services. This combination of features and integrations aims to deliver a reliable, user-friendly platform for booking and reservation management.

The campsites include (1) **JC Yuen Long Recreation Centre** (Yuen Long) in Yuen Long, (2) **JC Beas River Lodge** (Beas River) in Sheung Shui, (3) **Sandilands Centre** (Sandilands) in Wong Nai Chung, (4) **JC Pok Hong Campsite** (Pok Hong) in Shatin, and (5) **LST Sea Activities Training Centre** (LST) in Tai Po.

The centres include (1) **Badgework Centre** (BWC) in Kwai Chung, (2) **Island Centre** (IS) in Shau Kei Wan, (3) **NT West Centre** (NTW) in Tin Shui Wai, (4) **Tin Shui Wai Pansy Ho Activity Centre** (TSW) in Tin Shui Wai, and (5) **Tung Chung Activity Centre** (TCC) in in Tung Chung.

The **new headquarters** (NHQs) is in Jordan.

Preliminary details on campsites, centres, and new headquarters' rooms are provided; the figures are subject to change.

Name	Type of camp -Day, Evening, Residential	Dormitory -rooms for residential camps	Family Unit -rooms for residential camps	Hall or Activity Room	Extra beds	Facility -e.g. air cond., kitchen, BBQ area	Activity	Diet Options -Breakfast, Lunch, Dinner, BBQ, Tea -A menu will be provided	Car Parking	Recreation Equipment -A full list will be provided	Archery w/ coach	Canoe w/ coach	Estimated Yearly Utilization (No. of Booking)	Estimated number of user
<b>Campsites</b>														
Yuen Long	3	4	6	2	NA	6	10	yes	NA	yes	NA	NA	270	2000
Beas River	3	NA	30	2	yes	6	10	yes	yes	yes	NA	NA	200	
Sandilands	3	2	NA	2	NA	6	10	yes	yes	yes	NA	NA	230	
Pok Hong	3	NA	NA	1	NA	6	10	yes	yes	yes	yes	NA	180	
LST	2	NA	NA	1	NA	6	10	yes	yes	yes	NA	yes	300	
<b>New HQs</b>														



NHQs	2	0	0	37	NA	6	10	yes	yes	yes	NA	NA	5700
<b>Centres</b>													
BWC	NA	NA	NA	6	NA	3	NA	NA	NA	NA	NA	NA	400
IS	NA	NA	NA	2	NA	4	NA	NA	NA	NA	NA	NA	300
NTW	NA	NA	NA	3	NA	2	NA	NA	NA	NA	NA	NA	300
TSW	NA	NA	NA	3	NA	4	NA	NA	NA	NA	NA	NA	300
TCC	NA	NA	NA	3	NA	2	NA	NA	NA	NA	NA	NA	NA

\*\*\* All information provided above on campsites, centres, and the new headquarters is subject to change. The system must provide flexibility to cope with additional campsites, centres, rooms, and any other relevant items.

## 1. Scopes and Objectives

### 1.1 Scope

- Develop a booking system with capabilities to manage user registrations, facility bookings, cancellations, and refunds.
- Ensure the system is accessible via both web and mobile platforms, offering seamless user experiences for both logged-in and guest users.
- Include a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.
- Support integration via APIs with external systems, such as the membership system for member status validation, payment gateways and e-wallets for processing payments, and the access control system for facility access.
- Provide multi-language support for English and Traditional Chinese and adjustable display font size to cater to diverse user groups.
- Enable reporting features to analyze booking trends, facility utilization, revenue generation, and user activity, empowering staff to make data-driven decisions.
- Ensure adherence to data privacy and security regulations to safeguard against unauthorized access and protect sensitive information.
- Include distinct booking criteria for the gym room to address its specific use case, it may accommodate an individual, a group, or sessions that necessitate a trainer or coach.
- Allow the booking process to include relevant equipment and services (e.g., projectors, AV systems, trainers/coaches) for campsites, centres, meeting rooms, and functional rooms.

### 1.2 Objectives

- Simplify the booking process through intuitive web interfaces and mobile applications.
- Improve operational efficiency with real-time availability checks, reporting tools, booking workflows, and online payments.
- Ensure system scalability to accommodate growth in users, facilities, and new functionalities.

## 2. Project Implementation Plan

### 2.1 Planning and Requirement Analysis

- Define system requirements and gather input from stakeholders.
- Establish technical infrastructure and identify dependencies.

### 2.2 Design

- Create system architecture, including integration points with APIs and third-party systems.
- Develop user interface wireframes and workflows for the web and mobile applications.

### 2.3 Development

- Implement core system functionalities, including registration, booking workflows, payment processing, and reporting tools.
- Develop responsive web interfaces compatible with modern browsers and mobile applications optimized for both iOS and Android platforms.

### 2.4 Integration

- Integrate with third-party systems via APIs, including the membership system for member status validation, payment gateways for processing payments, and the access control system for facility access.

## 2.5 Testing

- Provide test plan document for the user acceptance testing (UAT).
- Perform unit testing, system integration testing (SIT), and user acceptance testing (UAT) to verify functionality, data privacy, security, and performance.

## 2.6 Deployment

- Launch the system on a secure and scalable platform.
- Conduct final checks to ensure a smooth go-live process.

# 3. Deliverables and Acceptance Criteria

## 3.1 Deliverables

- Fully passed testing reports (e.g., unit test, system integration test, and user acceptance test).
- Fully functional booking system accessible via web and mobile applications.
- Integrated external APIs for membership, payment, and access control systems.
- Reporting tools for analytics and insights into booking trends, facility usage, and financial summaries.
- Comprehensive documentation, including user guides and technical manuals.
- Training workshops conducted for staff.

## 3.2 Acceptance Criteria

- The system must pass user acceptance tests and align with functional and non-functional requirements.
- Achieve predefined performance benchmarks such as response times under 2 seconds.
- Demonstrate full integration with third-party systems and APIs without issues.
- Receive positive feedback from pilot testing with end-users and staff.

# 4. Monitoring and Control

## 4.1 Performance Monitoring

- Use real-time dashboards to track system performance, including uptime, latency, and transaction volumes.
- Establish alerts for performance degradation or system outages to ensure prompt resolutions.

## 4.2 Capacity Monitoring

- Track system resource usage, including server load, database capacity, and bandwidth.

## 4.3 Error and Incident Tracking

- Maintain error logs for tracking system issues and failures.
- Define procedures for incident reporting and resolution.
- Generate automated notifications for critical errors to designated stakeholders or technical teams.

## 4.4 Compliance Audits

- Regularly assess the system for compliance with data privacy regulations (e.g., the “PDPO” or equivalent).
- Maintain detailed audit logs for system activities, including user actions, booking changes, and payment records, for transparency and forensic analysis.

## **5. Project Management**

### **5.1 Roles and responsibilities**

- Assign clear roles for project managers, developers, testers, and system administrators.

### **5.2 Timeline and Milestones**

- Establish a detailed project timeline with clear phases, milestones, and deadlines, including planning, design, development, testing, deployment, and post-implementation activities.

### **5.3 Stakeholder Communication**

- Maintain regular updates through meetings, reports, and demos for stakeholders.

## **6. System Implementation and Integration (SI&I)**

### **6.1 Implementation**

- Host the system on a secure platform to ensure scalability and reliability.
- Provide web interface accessible through modern web browsers with responsive designs for different screen sizes.
- Develop mobile applications with responsive designs and offline access to booking records.

### **6.2 Integration**

- Ensure seamless communication with external systems via APIs for:
  - Membership system for member status validation.
  - Secure payment gateways and e-wallets for transactions.
  - Access control systems for facility entry credentials (e.g., QR codes, PINs, Access Cards).
- Synchronize data across all systems securely to ensure consistency.

## **7. System Maintenance and Support (SM&S)**

### **7.1 Maintenance**

- Perform regular updates for bug fixes, security patches, and performance enhancements.
- Monitor system health and scalability to ensure reliability under high loads.

### **7.2 Support**

- Provide a helpdesk for user queries and technical issues.
- Deliver training resources such as user manuals, FAQs, and workshops.

### **7.3 Backup and Recovery**

- Implement automated backup mechanisms with geographically diverse storage locations.
- Establish disaster recovery plans to minimize downtime in case of system failures.

## 7.4 Service Level Agreement

### 7.4.1 Service Availability

- System uptime should be 99.9% or higher.
- Scheduled maintenance should be communicated at least 48 hours in advance.

### 7.4.2 Incident Response & Resolution

- Critical Issues: Responses within 15 minutes, resolution within 4 hours.
- Major Issues: Responses within 30 minutes, resolution within 8 hours.
- Minor Issues: Responses within 2 hours, resolution within 24 hours.

### 7.4.3 Security and Compliance

- Regular security patches and updates to prevent vulnerabilities.
- Data protection in accordance with GDPR, ISO 27001, PCI DSS, Personal Data Protection (Privacy) Ordinance (PDPO), or relevant security standards.

### 7.4.4 Performance Monitoring and Optimization

- System response time should be within 2 seconds.
- Regular performance reports with recommendations for improvement.
- Automated load-balancing to prevent system overload.

### 7.4.5 Support and Helpdesk Services

- 24/7 support via email, chat, and phone.
- Dedicated account manager for escalations.

## Part VIII CONTRACT SCHEDULES

### 1. STATEMENT OF COMPLIANCE

Tenderer is required to state below the statement of compliance pursuant to Clause 6 of Part II - Conditions of Tender clause-by-clause / section-by-section corresponding to all the requirements specified in Part III - Conditions of Contract, Part IV – Special Conditions of Contract, Part VI – System and Infrastructure Requirements, Part VII - Project Requirements.

Part	Clause / Section	Compliance (Y/N)
	Conditions of Contract	
Part III	1. Contractor's Acknowledgement and Contract Performance	
Part III	2. Warranties and Representations	
Part III	3. Costs and Expenses	
Part III	4. The Goods	
Part III	5. Inspection and Acceptance of Goods	
Part III	6. Rejections of Goods	
Part III	7. Place of Origin of Goods	
Part III	8. Survey Expenses	
Part III	9. Provision of Services	
Part III	10. Inspection of Services	
Part III	11. Non-Exclusive Contract	
Part III	12. Payment of Contract Price	
Part III	13. Delay	
Part III	14. Guarantee of Quality of The Goods	
Part III	15. Contract Variations	
Part III	16. Liability and Indemnities	
Part III	17. Termination of The Contract	
Part III	18. Disputes	
Part III	19. Intellectual Property Rights	
Part III	20. Confidentiality	
Part III	21. Insurance	
Part III	22. Relationship of The Parties	
Part III	23. Assignment And Sub-Contracting	
Part III	24. Publicity	
Part III	25. Vicarious Liability	
Part III	26. Notices	
Part III	27. Contracts (Right Of Third Parties) Ordinance	
Part III	28. Entire Agreement	
Part III	29. Severability	
Part III	30. Waiver	
Part III	31. Governing Law	
	Special Conditions of Contract	
Part IV	1. Background	
Part IV	2. Period of Contract	
Part IV	3. Warranty	
Part IV	4. Key Milestone	
Part IV	5. Time is essence	
Part IV	6. Payment for Services	
Part IV	7. Terms of Payment	
Part IV	8. Specifications and Requirements	
	System Requirements	
Part VI	1. Functional Requirements	
Part VI	2. Non-Functional Requirements	

	Infrastructure Requirements	
Part VI	1. Hardware Requirements	
Part VI	2. Software Requirements	
	Project Requirements	
Part VII	1. Scopes & Objectives	
Part VII	2. Project Implementation Plan	
Part VII	3. Deliverables and Acceptance Criteria	
Part VII	4. Monitoring and Control	
Part VII	5. Project Management	
Part VII	6. System Implementation and Integration (SI&I)	
Part VII	7. System Maintenance and Support (SM&S)	

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Name & Position:

Signature:

Name of Company:

Date:

Company Chop:

## 2. PRICE SCHEDULE

Tenderer shall submit in this Schedule, the price information on the Booking System for 5 campsites, 4 centres, and 37 meeting and functional rooms in new headquarters as specified in Part VI (Project Requirements). Tenderer shall submit the daily rate, man-day, one-off price and annual recurrent price, where applicable, for the devices, facilities, equipment, works and services to be supplied.

The HKGGA shall not bear any additional cost other than the quotation as quoted by the Tenderer or otherwise specified by HKGGA in this tender document.

The Contractor shall strictly adhere to the timelines in relation to the proposed project plan. All endeavors should be made to complete the project within the specified timelines. In case of delay in the deliverable for the reason attributable solely to the Tenderer / Contractor, a penalty of 1% of the contracted price for every day of delay which excluded the dates of any delay caused or requested by the HKGGA. However, the total amount due under this sub-clause shall not exceed a maximum of 20% of the total contract price.

If the Contractor shall fail to provide Stage Deliverables or HKGGA Booking System Ready for Use within 45 days after the respective Scheduled Complete Dates as specified in the Contractor's Technical and Solution Proposal, or if this date is extended mutually by the HKGGA and the Contractor, by such extended date, then notwithstanding anything else contained in this Contract the HKGGA shall be entitled to terminate this Contract forthwith on giving written notice to the Contractor. Upon such termination the Contractor shall forthwith refund to the HKGGA all moneys previously paid to the Contractor under this Contract.



**Mandatory Quotation**

<b>Item/Service Description</b>	<b>Quantity</b>	<b>Unit Price (HKD)</b>	<b>Total Price (HKD)</b>
<b>A. Project Management</b>			
A1. Oversee overall project management, including but not limited to timeline and milestone tracking, resource coordination, progress monitoring, user requirement gathering and consolidation, system analysis and design, development oversight, unit and system integration testing	1		
A2. Delivery of user acceptance testing, including the test plan document.	1		
A3. Delivery of user guide documentation and training workshops.	1		
		<b>Subtotal:</b>	
<b>Stage 1 – Establish the foundation of the booking system and enable reservations for 5 campsites and 5 centres</b>			
<b>B. User Interface</b>			
B1. Provide a dynamic website powered by a content management system (CMS) with a WYSIWYG editor, enabling users to book the relevant facilities either directly or through promotional and activity content pages created within the CMS.	1		
B2. Providing the web interface features a responsive design compatible with modern web browsers (e.g., Chrome, Edge, Safari) to maintain usability across desktops, tablets, and smartphones.	1		
B3. Providing the mobile application features a responsive layout optimized for various screen sizes and is compatible with different versions of iOS and Android platforms.	1		
B4. Implement data encryption (in transit) for secure transmission between clients and the server.	1		
B5. Provide multi-language support, including English and Traditional Chinese.	1		
B6. Allow users to adjust different display font size.	1		
		<b>Subtotal:</b>	
<b>C. Account Registration, Creation, and Management</b>			
C1. Provide a secure database to maintain booking and user information. Column-level encryption is required for sensitive or personal data.	1		
C2. Establish an approval process with e-forms and workflows in which account registration requests are reviewed and approved by staff.	1		
C3. Provide selection options for different user types (e.g. staff, members, specific organizations, and non-members), and allow the configuration of mandatory fields.	1		

C4. Require users to read and acknowledge the disclaimer and privacy policy, which includes opt-out options for direct marketing.	1		
C5. Enable users to attach supporting documents, including photos.	1		
C6. Enable staff to request supporting documents submission and any additional information.	1		
C7. Integrate with the membership system to enable real-time <u>automatic</u> based on account validation period settings.	1		
C8. Integrate with the membership system to enable real-time <u>manual</u> (e.g. a button / function) validation of membership status and qualifications.	1		
C9. Enable authorized staff to manually register user accounts.	1		
C10. Enable authorized staff to manually create staff accounts with different account levels and access controls (e.g. role-based access).	1		
C11. Allow staff with multiple roles to switch roles during a logged-in session.	1		
C12. Enforce secure registration with verification processes (e.g. email verification)	1		
C13. Enable users to update and manage their profiles, including personal information and acknowledgement record of disclaimer and privacy policy, which provides opt-out options for direct marketing.	1		
C14. Record, store, and manage all booking information, including bookings, payments, receipts, cancellations, and refunds.	1		
C15. Provide a dashboard to track all booking records, including current bookings, past bookings, and cancelled bookings.	1		
C16. Implement data encryption (at rest), especially the personal data according to the “Personal Data (Privacy) Ordinance”.	1		
C17. Allow users to reset password during a logged-in session.	1		
C18. Enforce password policy - complexity, expiration, and lockout. If an account is locked, either wait for specific of time to auto unlock or use “Forgot Password” function and contact staff support to unlock.	1		
C19. Maintain audit logs for all actions performed within the system for monitoring and forensic analysis.	1		
C20. Integrate with the existing membership system for user information retrieval and validation on membership status and qualifications.	1		
		<b>Subtotal:</b>	
<b>D. User Sign-In</b>			
D1. Enable sign-in the booking system directly using username and password.	1		
D2. Enable sign-in the booking system directly using One-Time Passcode (OTP), e.g. via email.	1		
D3. Enable authentication via the existing	1		

membership system, ensuring redirection to the booking system.			
D4. Utilize CAPTCHA or similar tools to prevent automated attacks or spam.	1		
D5. Utilize multi-factor authentication such as One-Time Passcode (OTP) and two-factor authentication (2FA) to avoid unauthorized access.	1		
D6. Provide a “Forgot Password” function on the login page for password resets.	1		
		<b>Subtotal:</b>	
<b>E. Facility and Cost Management</b>			
E1. Create and manage facilities, equipment, and services with specific costs, priorities, user groups, available time slots, and other settings.	1		
E2. Define and manage different cost rates with different user types.	1		
E3. Define and manage cost models based on different time periods.	1		
<b>F. Booking Process</b>			
F1. Provide availability check for users to search for facilities based on dates and time ranges, locations, and facility types.	1		
F2. Provide a calendar view for both users and staff.	1		
F3. Allow pencil marking for users to tentatively reserve facilities and release automatically after the expiration period.	1		
F4. Create specific e-forms and workflows for different facilities with functions including but not limited to selecting their corresponding equipment and services, user validation manually / automatically via membership system, priority determination based on user types, cost calculation based on user types and time periods, payment, staff’s review and approval, and generation of invoices and receipts.	1		
F5. Send booking confirmations to users upon approval including invoices, receipts, facility details, and access credentials.	1		
		<b>Subtotal:</b>	
<b>G. Payment Process</b>			
G1. Allow payments via payment gateways including but not limited to Visa, Master, Alipay, Wechat, FPS, Payme, and Octopus. APIs connection to payment gateways are required.	1		
G2. Allow payments via bank transfer with mandatory receipt uploads for verification.	1		
G3. Allow payments via cash and cheque, requiring mandatory receipt uploads for verification.	1		
G4. Enable internal charge payment option for staff bookings.	1		
G5. Adhere to industry standards for payment transactions, including encryption and compliance with regulations like PCI DSS.	1		

		<b>Subtotal:</b>	
<b>H. Cancellation and Refund</b>			
H1. Allow users to cancel bookings within the policy guidelines, refunds, and apply penalties as required. If a request is rejected by staff, a full refund will be issued.	<b>1</b>		
		<b>Subtotal:</b>	
<b>I. Notification and Reminder</b>			
I1. Send automatic email notifications when specific criteria are met	<b>1</b>		
I2. Send automatic mobile application notifications when specific criteria are met.	<b>1</b>		
I3. Allow authorized staff to manually send email notifications for announcements and follow-ups.	<b>1</b>		
I4. Allow authorized staff to manually send mobile application notifications for announcements and follow-ups.	<b>1</b>		
I5. Provide a dashboard to track all notifications and reminders.	<b>1</b>		
		<b>Subtotal:</b>	
<b>J. Data Export and Input</b>			
J1. Support data export to external formats (e.g. CSV, Excel, PDF). File-level encryption is required for reports containing sensitive or personal data.	<b>1</b>		
J2. Enable data import from external files (e.g. CSV, Excel)	<b>1</b>		
		<b>Subtotal:</b>	
<b>K. Reporting and Analytics</b>			
K1. Generate detailed revenue reports from bookings and payments.	<b>1</b>		
K2. Provide insights into booking trends and facility utilization rates.	<b>1</b>		
K3. Provide cancellation and refund rates by user type, facility type, and reasons for cancellation (if users specify).	<b>1</b>		
K4. Enable staff to filter reports by date ranges, facility types, or user groups.	<b>1</b>		
K5. Enable staff to export data or reports to external formats (e.g. CSV, Excel, PDF). File-level encryption is required for reports containing sensitive or personal data.	<b>1</b>		
		<b>Subtotal:</b>	
<b>Stage 2 – Expand the facilities booking for 37 rooms in new headquarters</b>			
<b>L. Specific Items for new headquarters</b>			
L1. Add facilities, equipment, and services for approximately 37 meeting or functional rooms include 1 gym room which requires distinct requirements.	<b>1</b>		
L2. Add e-Forms and workflows for the facilities, equipment, and services in new headquarters respectively.	<b>1</b>		
L3. Enable additional requirements / processes	<b>1</b>		

specifically for the gym room.			
L4. Integrate with the access control system for facilities access, support multiple access methods such as QR codes, PINs, and access cards, generate and distribute unique access credentials (QR codes or PINs) upon successful booking confirmation, and provide real-time synchronization with the access control system to ensure secure and timely access.	1		
		<b>Subtotal:</b>	
<b>M. Infrastructure and Hosting Setup</b>			
M1. Server / virtual machine including operating system and storage w/ data backup solution, application and database server should be separated.	1		
M2. Network and web application firewalls	1		
M3. Setup of domain name, SSL certificates	1		
M4. Database that includes necessary licenses	1		
M5. Installation and configuration services	1		
M6. Carry out a System Risk Assessment & Analysis (SRAA) and a Privacy Impact Assessment (PIA)	1		
		<b>Subtotal:</b>	
<b>N. Maintenance and Support</b>			
N1. 1st-year warranty commencing upon system deployment acceptance, covering any applicable subscription and license fees	1		
N2. 2nd-year maintenance and support, covering any applicable subscription and license fees	1		
N3. 3rd-year maintenance and support, covering any applicable subscription and license fees	1		
N4. 4th-year maintenance and support, covering any applicable subscription and license fees	1		
		<b>Subtotal:</b>	
		<b>Total:</b>	
<b>O. Optional Items</b>	1		
O1. One additional campsite	1		
O2. One additional centre	1		
O3. One additional meeting / function room	1		
O4. 1-year maintenance and support fee, covering any applicable subscription and license fees	1		
O5. One man-hour fee for change requests and system enhancements	1		
O6. One man-day fee for change requests and system enhancements	1		

\*\*\* Please add any other items (in BLUE) to fulfill all requirements specified in **Part VI – Systems and Infrastructure Requirements** and **Part VII – Project Requirements**.

If any listed items are already included in other items, please enter '**Included**' in the “Price” columns.

If any listed items are not applicable, please enter '**Not Applicable**' in the “Price” columns.

If any listed items cannot be offered, please enter '**Not Offered**' in the “Price” columns.

Please also provide a detailed cost/price breakdown of each of the items listed above. In addition to the cost/price of each item, the breakdown shall but not limit to include the product name, the brand name,

the model no., the manufacture year, the specifications/functions, the quantity to be used/procured, the man-day for the works, the location of the equipment / devices / facilities to be placed/used in the HKGGA.

**HKGGA is not bound to procure all items. HKGGA can award the Contract with partial values or quantity on the items.**

---

Name & Position:

Signature:

Name of Company:

Date:

Company Chop:

### 3. COMPANY PROFILE

Tenderer shall provide its own company profile and background information for tender assessment.

Registered Company Name:	
BR Number:	
CI Number:	
Phone, Fax and Email °	
Office Address(es):	
Directors:	
Shareholders:	
Year of Incorporation:	
Award or Certification:	
Recognition and presence in the industry:	
Major customers or contract:	
Major partnership, parent company or sub-ordinary:	

**Staff Portfolio:**

Team / Dept./ Nature / Office	Rank / Post / Role	Number of employee in HK	Number of employee outside HK
(e.g. Software Development Team, Helpdesk Team)			
(e.g. PMO, Sale, Admin, Finance)			

**Products and Services Portfolio:**

Products and Services	Support team size	Years of business	Current contact and Major customer
(e.g. iOS application)			
(e.g. Android application)			
(e.g. Net System Implementation)			



#### 4. PROJECT TRACK RECORDS

Tenderer shall provide a list of current or past projects (up to 4 projects within 8 years) with similar nature, scope, scale, requirement and services to sizeable or similar organization. Please select the most relevant projects for tender assessment. HKGGA will contact the customer organization for client reference survey.

##### Reference #1

Customer Organization:	(Name, Dept., Address)	Project Name:	
Contact Person:	(Name, Phone, Email)	Project Description:	
Contract Item(s), Value(s)	(e.g. SI&I services \$800k) (e.g. SM&S services 10 years \$800k)	Scope of Work:	(e.g. Design, Programming, Maintenance)
Number of Sites and Tenants:		Implementation Period:	From (MM/YY) To (MMNY)
System Type:	(e.g. CIS, MIS, ERP)	Maintenance Period:	From (MM/YY) To (MMNY)
System Description:		Technology/ Solution:	(e.g. PHP, .Net / Java)
Service Approach:	(e.g. SSADM, RAD, OOM, Agile)	Team Size:	
Business Process Supported:		Major functions:	

##### Reference #2

Customer Organization:		Project Name:	
Contact Person:		Project Description:	
Contract Item(s), Value(s):		Scope of Work:	
Number of Sites and Tenants:		Implementation Period:	
System Type:		Maintenance Period:	
System Description:		Technology / Solution	
Service Approach:		Team Size:	
Business Process Supported:		Major functions:	

## Reference #3

Customer Organization:	(Name, Dept., Address)	Project Name:	
Contact Person:	(Name, Phone, Email)	Project Description:	
Contract Item(s), Value(s)	(e.g. SI&I services \$800k) (e.g. SM&S services 10 years \$800k)	Scope of Work:	(e.g. Design, Programming, Maintenance)
Number of Sites and Tenants:		Implementation Period:	From (MM/YY) To (MM/YY)
System Type:	(e.g. CIS, MIS, ERP)	Maintenance Period:	From (MM/YY) To (MM/YY)
System Description:		Technology/ Solution:	(e.g. PHP, .Net / Java)
Service Approach:	(e.g. SSADM, RAD, OOM, Agile)	Team Size:	
Business Process Supported:		Major functions:	

## Reference#4

Customer Organization:		Project Name:	
Contact Person:		Project Description:	
Contract Item(s), Value(s):		Scope of Work:	
Number of Sites and Tenants:		Implementation Period:	
System Type:		Maintenance Period:	
System Description:		Technology / Solution	
Service Approach:		Team Size:	
Business Process Supported:		Major functions:	

## 5. SYSTEM EVALUATION

Tenderer shall provide the information of package solution to indicate if the Booking System can MEET our scopes and objectives. If the Tenderer can provide customization for a particular requirement, please specify the no. of developer man-days for customization.

## 6. DELIVERY PLAN

Tenderer shall provide detail of delivery schedule and deliverables for every week of every Stage to ensure requirements and quality of deliverables as specified in Part VI – System and Infrastructure Requirements, and Part VII – Project Requirements are fulfilled.

**PART I – Lodging of Tender**  
**PART II – Conditions of Tender**  
**PART III – Conditions of Contract**  
**Part IV – Special Conditions of Contract**  
**Part V – Form of Tender**  
**Part VI – System and Infrastructure Requirements**  
**PART VII– Project Requirements**  
**PART VIII – Contract Schedules**

**Part IX - OFFER TO BE BOUND**

1. Having read the Tender Documents including Parts 1-8 hereof, we agree to be bound by the terms and conditions as stipulated therein.
2. We do hereby agree to supply all portion of the software / hardware and carry out the whole of the requirements / services mentioned in the Project Requirement at the Total Price tendered by us in the Price Schedules to Terms of Tender free of all other charges, subject to and in accordance with the Contract in respect of the HKGGA Booking System Solution (as defined in the Tender Documents).
3. It is acknowledged that I / We, the undersigned / the limited company hereunder mentioned do hereby agree to supply all portion of the software / hardware and services on the terms and conditions specified in my / our tender.
4. I / We, also certify that the particulars given by me / us below, are correct:

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

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

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

- or -

I am a partner/we are partners in the firm hereinafter mentioned and duly authorised to bind the firm and the partners therein for the time being.

6. This tender is submitted with the authority and on behalf of (insert the name of the Company Limited) \_\_\_\_\_ whose registered office is situated at \_\_\_\_\_ Hong Kong.

- or -

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

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of \_\_\_\_\_

Hong Kong and the other partners thereof namely, (state names and residential addresses of all other partners):

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7. In the event of any queries relating to our offer please contact

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Facsimile No. : \_\_\_\_\_

Email Address: \_\_\_\_\_

8. Names(s), post(s)/title(s) and address(es) of person(s) signing for and on behalf of the company/corporation named in paragraph 6 above are as follows:

\_\_\_\_\_

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

- Note: (i) All the particulars required above must be provided and completed.  
(i) Strike out clearly alternatives which are not applicable.

## Part X STATEMENT OF INDEPENDENT BID

To: The Hong Kong Girl Guides Association

Dear Sir / Madam,

### **Confirmation Letter of Independent Bid for HKGGA Booking System**

[I / We] <sup>(Note 1)</sup>, [(Name of the tenderer) of (Address of the tenderer)] <sup>(Note 2)</sup> refer to [my / our] <sup>(Note 1)</sup> tender for the above Contract.

[I / We] <sup>(Note 1)</sup> 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] <sup>(Note 1)</sup> had not communicated to any person other than the Hong Kong Girl Guides Association (hereafter referred to as "HKGGA") 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] <sup>(Note 1)</sup> 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 Contract until the tenderer is notified by the HKGGA of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter, [I / We] <sup>(Note 1)</sup> will not communicate to any person other than HKGGA 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] <sup>(Note 1)</sup> 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] <sup>(Note 1)</sup> communications in strict confidence with [my / our] <sup>(Note 1)</sup> own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my/ our] <sup>(Note 1)</sup> consultants or sub-Contractors to solicit their assistance in preparation of tender submission.

Signature for and on behalf of the tenderer <sup>(Note 3)</sup>	
Date:	Full Name:
	Title:

#### Notes:

1. Delete as appropriate.
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.

~ End of the Tender Document~