

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED  
(香港數碼港管理有限公司)

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## **Request for Proposal**

for

## **The Implementation of Financial Accounting System**

for

**Hong Kong Cyberport Management Co. Ltd.**

(Tender Ref. T/2020/018)

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## 1 Background

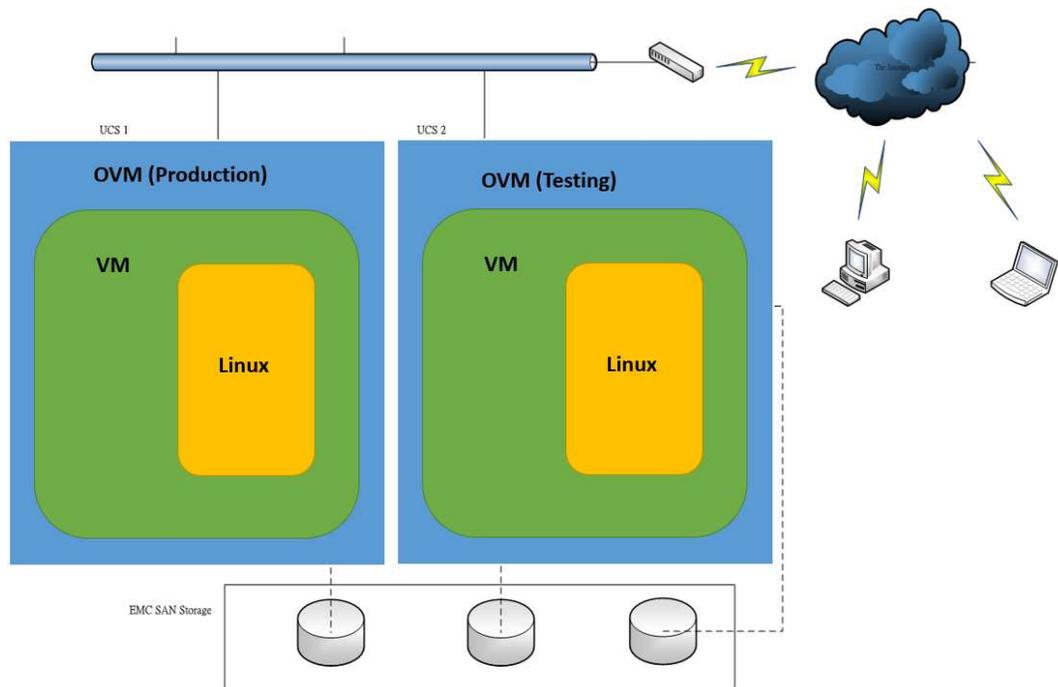
- 1.1 Cyberport is an innovative digital community with about 1,500 technology companies. It is managed by Hong Kong Cyberport Management Company Limited (HKCMCL), which is wholly owned by the Hong Kong SAR Government. With a vision to be the hub for digital technology thereby creating a new economic driver for Hong Kong, Cyberport is committed to nurturing a vibrant tech ecosystem by cultivating talent, promoting entrepreneurship among youth, supporting start-ups on their growth journey, fostering industry development by promoting strategic collaboration with local and international partners, and integrating new and traditional economies by accelerating digital adoption in the public and private sectors.
- 1.2 Cyberport focuses on fostering the growth of major technologies application namely FinTech, smart living, digital entertainment & esports, as well as technology development such as artificial intelligence (AI) & big data, blockchain and cybersecurity. With a team of committed professionals providing all round, value-added services, state-of-the-art facilities and smart workspaces to support our digital community, Cyberport is the flagship for Hong Kong's digital tech industry.
- 1.3 Further information about the Cyberport can be found at <https://www.cyberport.hk>.
- 1.4 To cope with the growth of HKCMCL's business operations, HKCMCL intends to enhance its Financial Accounting System.

## 2 Current Environment

2.1 HKCMCL has been using Oracle EBS to support its financial and accounting functions since 2014. The General Ledger, Account payable, Account Receivable, Cash Management, Purchasing and Fixed Asset modules are being used to record accounting data. Currently, there are TEN users within HKCMCL.

Existing Oracle EBS Version	
EBS version	Oracle E-Business Suite 12.1.3 release
Database version	Oracle Database 11g Enterprise Edition Release 11.1.0.7.0 - 64bit Production
Internet Protocol for Web	HTTP
Platform	Red Hat Enterprise Linux 5 (64-bit)

2.2 The existing Oracle EBS runs on the Oracle VM environment installed in Cisco UCS servers. The schematic diagram is depicted as follows:



### 3 Scope of Services

3.1 The Contractor shall design, supply, install, test and commission an integrated Financial Accounting System (the “System”) in accordance to the Project Specifications in Schedule A of Annex II.

3.2 The tenderer is free to either propose the implementation of a complete new system to replace the existing system, or propose an upgrade to the existing system.

### 4 Timeline

Issue of this Tender	29 May 2020
Tender Briefing <sup>(a)</sup>	5 Jun 2020
Tender Closing	30 Jun 2020
Presentation by shortlisted tenderers <sup>(b)</sup>	17 Jul 2020
Contract Award	31 Jul 2020
Project Commencement	3 Aug 2020
System Live Run	2 Nov 2020

(a) A tender briefing session will be conducted by HKCMCL for tenderers on 5 June 2020. Tenderers are recommended to attend this session. A maximum of 2 representatives from each tenderer would be entertained for the briefing. Tenderers who wish to participate are requested to complete the reply slip in Annex IV and e-mail it to the Manager – Compliance and Procurement [Attn. Manager – Compliance and Procurement] at procurement@cyberport.hk on or before 11:59 p.m. (Hong Kong Time) on 3 June 2020.

(b) Shortlisted tenderers may be invited to present their proposals to the Tender Assessment Panel, tentatively on 17 July 2020, subject to further confirmation by Cyberport.

### 5 Terms and Conditions

Upon award of the Contract, the Articles of Agreement and Conditions of Contract enclosed in **Annex I** will form part of the contract documents.

## 6 Proposal to be Submitted by Tenderers

### 6.1 Content of the Tenderer's Proposal

The proposal submitted by the tenderer shall include:

- Technical Proposal comprising of:

- Company profile
- Company's project reference

The tenderer should have proven track records of application system development experience within 3 years from date of RFP issue. The tenderer shall submit their past project list including the project names, dates and size of the projects in the technical proposal.

- Description of the proposed system
- Completed Schedule A – Project Specifications of Annex II
- Service delivery approach and methodology
- Project team structure

The proposed project team shall at least consist of:

- i. Project Manager with at least 5 years of relevant project experience
- ii. System Architect with at least 3 years' implementation experience on the proposed Financial Accounting System

- Completed Schedule C – Project Team of Annex II
- Completed Schedule D – Implementation Plan of Annex II

- Fee Proposal comprising of:

- Completed Schedule B – Price Schedule of Annex II
- Offer to Be Bound (Annex III) which is completed, signed, witnessed and dated

Should any errors, discrepancies or apparent underpricing be discovered by HKCMCL, HKCMCL may query these in writing with the tenderer. Such query is not to indicate a proposal to change the tender price, the tenderer may offer only to stand by his tendered price or withdraw his tender. No query or series of queries shall be considered comprehensive.

## 6.2 Submission Guidelines

### **IMPORTANT NOTES:**

Tenderers must not send your submissions to any other representatives of HKCMCL before or after the submission deadline. Failure to comply with this requirement will render your proposals invalid.

Proposals shall remain valid for one hundred and twenty (120) days after the date of tender closing.

The tender should be email it to [tender1@cyberport.hk](mailto:tender1@cyberport.hk) before 3:30 p.m. (Hong Kong Time) on 30 June 2020 (Tuesday) ("the tender closing date") attached with two separated files in PDF format for Technical Proposal and Fee Proposal respectively.

In the event a typhoon signal No. 8 or above is hoisted or a black rainstorm warning signal is issued between Hong Kong time 9:00 a.m. and 3:30 p.m. on the submission closing date, the deadline for submission will be extended to 3:30 p.m. on the following working day.

Should there be any enquiries about this RFP, please contact:

Mr. Kevin Chan  
Project Manager, Enterprise Systems  
Hong Kong Cyberport Management Company Limited  
Level 6, Cyberport 2,  
100 Cyberport Road, Hong Kong

Email: [kevinchan@cyberport.hk](mailto:kevinchan@cyberport.hk)

Phone: 3166 3850

## 7 Evaluation Process

Proposals will be reviewed by an Assessment Panel. Selected tenderers may be required to give a presentation on 17 July 2020 (tentative) and to clarify their proposals to the Panel.

Assessment will be based on the Technical and Fee Proposals on the following weighted score:

*Technical score*     40%  
*Fee score*             60%

### 7.1 Marking Scheme

Assessment Criteria		Maximum Score
Technical Score		40 (Passing mark: 20)
TS1	Company profile	5
TS2	Track records of providing similar services	10
TS3	Project team qualifications	10
TS3	Capabilities of the proposed system	15
Fee Score		60
<b>Total Maximum Score:</b>		<b>100</b>

### 7.2 Evaluation Stages

#### Stage 1

Only those Technical Proposals can attain:

- a. an average 20 marks or above (determined by adding the aggregate total of Technical Scores earned from all assessors, dividing that number by total number of assessors); and
- b. at least 50% votes in the Assessment Panel awarded a passing mark (i.e. 20 marks or above);

will be short-listed to Stage 2 of the evaluation.

## Stage 2

Calculation of weighted score for Technical Proposals:

$$40 \times \frac{\text{Mark attained by the technical proposal being assessed}}{\text{Highest mark among the technical proposals that have passed Stage 1 above}}$$

## Stage 3

Calculation of weighted score for Fee Proposals\*:

$$60 \times \frac{\text{Lowest price among the fee proposals that have passed both Stage 1 and Stage 2 above}}{\text{Price of the fee proposal being assessed}}$$

\*Based on the price offered for "Total Project Charge" – Schedule B of Annex II

## Stage 4

The combined technical/price score for the short-listed proposals will be worked out. The tender proposal with the highest combined score will normally be selected, subject to financial vetting.

HKCMCL reserves the right to make one award or multiple awards, and the right to reject all proposals in their sole discretion.

HKCMCL reserves the right to make one award or multiple awards, and the right to reject all proposals in their sole discretion.

## **8 Personal Data Privacy**

Proponent's personal data provided in the proposals will be used for evaluation and contract award purposes. If insufficient and inaccurate information is provided, the proponent may not be considered.

Proponent's personal data provided in the tender may be disclosed to the parties responsible for proposal evaluation within the Group and its advisers.

## 9 Consent to Disclosure

HKCMCL shall have the right to disclose to any third party whenever it considers appropriate or upon request by any third party (written or otherwise), without further reference to or consent from the successful proponent or any other proponents, information contained in the proposals, including, without limitation, particulars of the awarded contract, the date of award, the name and address of the successful proponent, the scope of work and the contract amount.

## 10 Probity and Anti-collusion

Proponents are reminded to comply with the following matters relating to probity and anti-collusion requirements regarding this RFP.

### ***Offering Gratuities***

HKCMCL is a public body under the Prevention of Bribery Ordinance, Cap 201 (the “POB Ordinance”). HKCMCL does not permit any of its employees, consultants, officers and agents to accept any advantage in connection with the award and execution of this contract. The offer of an advantage as defined in the POB Ordinance to any employees, consultants, officers and agents of HKCMCL with a view to influencing the award of this contract may constitute an offence under the POB Ordinance. The proponent shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the POB Ordinance in connection with this RFP.

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

### ***Warranty Against Collusion***

1. By submitting a proposal, a proponent is deemed to have represented and warranted to HKCMCL that in relation to the RFP:
  - a) save with the prior written consent of HKCMCL, it has not communicated and will not communicate to any person other than HKCMCL the amount of any price submitted in its proposal;
  - b) it has not fixed and will not fix the amount of any price submitted in its proposal by arrangement with any person;

- c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a proposal; and
  - d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process
2. In the event that a proponent is in breach of any of the representations and/or warranties in Clause 1, HKCMCL shall be entitled to, without compensation to any person or liability on the part of HKCMCL:
  - a) reject the proponent's proposal;
  - b) if HKCMCL has accepted the proposal, withdraw its acceptance of the proposal; and
  - c) if HKCMCL has entered into the Contract with the proponent, terminate the Contract.
3. By submitting a proposal, a proponent is regarded to have undertaken to indemnify and keep indemnified HKCMCL against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 1.
4. A breach by a proponent of any of the representations and/or warranties in Clause 1 may prejudice its future standing as a contractor or service provider of HKCMCL.
5. Clause 1 shall have no application to a proponent's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its proposal, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its proposal.
6. The rights of HKCMCL under Clauses 2 to 4 are in addition to and without prejudice to any other rights or remedies available to it against the any proponent.

## **11 Other Terms & Conditions**

All materials and data in connection with the RFP are required to be treated as confidential information and must not be made available to other parties without the prior written consent of HKCMCL.

HKCMCL is not obliged to accept any proposal and will not be responsible for any cost in

preparing, submitting or elaborating on the proposal.

HKCMCL is not bound to accept the proposal with the highest score or the lowest price.

Without prejudice to the generality of other general conditions of tender and special condition of tender, HKCMCL may reject a tender which in the opinion of the HKCMCL is unreasonably low in terms of price and may therefore affect the tenderer's capability to carry out and complete the Contract and/or deliver work of the quality required in accordance with the terms of the Contract.

HKCMCL reserves its right to reject any and all proposals received as a result of this request, or to negotiate separately with competing proposers.

HKCMCL reserves its right to change any of the above any time at its absolute discretion without notice to service providers.

HKCMCL reserves the right to cancel this RFP at any time during the process for lack of response or for other reasons deemed appropriate by HKCMCL.

**HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED**  
**(香港數碼港管理有限公司)**

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## **Articles of Agreement**

for

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for

**Hong Kong Cyberport Management Co. Ltd.**

(Tender Ref. T/2020/018)

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## ARTICLES OF AGREEMENT

**THIS AGREEMENT** is made on the            day of ..... 2020.

**BETWEEN:-**

- (1) **HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED (香港數碼港管理有限公司)** of Level 6, Cyberport 2, 100 Cyberport Road, Hong Kong (together with its successors and assigns, “**HKCMCL**”); and
- (2) \_\_\_\_\_ of \_\_\_\_\_, Hong Kong (the “**Agent**”).

**NOW IT IS HEREBY AGREED** as follows:-

1. Words and expressions used in these Articles of Agreement shall have the same meaning as are respectively assigned to them the Conditions of Contract (the “**Contract**”) attached hereto.
2. In consideration of the payments to be made by HKCMCL to the Agent as set out in the Contract, the Agent hereby covenants with HKCMCL to provide the Service and perform the Service in accordance with the Contract.
3. HKCMCL hereby covenants to pay to the Agent in consideration of the execution of the Service such sums as may be payable to the Agent in accordance with the Contract at the times and in the manner prescribed by the Contract.
4. The Contract comprises the entire agreement between the parties hereto relating to the transactions provided for in the Contract and supersedes any previous agreements between the parties relating thereto or any part thereof. Save to the extent that any statement, condition, qualification, warranty, representation or undertaking made in the tender submission, or in any discussion or correspondence thereon or relating thereto, is expressly incorporated in the Contract, the same is not so incorporated and is hereby withdrawn.

**IN WITNESS** whereof this Agreement has been executed as a deed the day and year first above written.

SIGNED BY )  
For and on behalf of )  
**Hong Kong Cyberport Management** )  
**Company Limited** )  
香港數碼港管理有限公司 )

\_\_\_\_\_  
Hong Kong Cyberport  
Management Company Limited  
(HKCMCL)

in the presence of:

SIGNED BY )  
For and on behalf of )  
\_\_\_\_\_ )

\_\_\_\_\_  
(the Agent)

in the presence of:

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED  
(香港數碼港管理有限公司)

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## **Conditions of Contract**

for

### **The Implementation of Financial Accounting System**

for

**Hong Kong Cyberport Management Co. Ltd.**

(Tender Ref. T/2020/018)

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## **COMMENCEMENT AND TERM OF CONTRACT**

- 1.1 HKCMCL and the Agent hereby agree that these Conditions of Contract shall govern the relationship between the Parties from \_\_\_\_\_ to \_\_\_\_\_ (the "Contract Period") unless this Contract is earlier terminated in accordance with Clause 2.3, Clause 5.6 or Clause 9 of these Conditions of Contract.
- 1.2 In the event of any inconsistency, ambiguity or discrepancy in or between any of the documents which make up the Contract, the Agent shall promptly upon becoming aware of the same give written notice of it to HKCMCL. The Parties hereby agree these Conditions of Contract shall prevail.
- 1.3 Contract means the contractual relationship between the parties constituted by:
  - (a) the Articles of Agreement;
  - (b) these Conditions of Contract (including the Schedules); and
  - (c) the Request for Proposal (including the Appendices).

## **2 DUTIES OF THE AGENT**

- 2.1 The Agent undertakes to carry out the Services with all due care, skill and diligence during the Contract Period.
- 2.2 The Agent shall ensure at all times during the Contract Period that sufficient human resources with relevant experience are allocated to perform the Services on a timely basis in accordance with the Contract.
- 2.3 The Agent has designated the individuals as named in Schedule C the key persons who are essential to the Services offered pursuant the Contract. The Agent agrees that in the event that any of these individuals are no longer employed during the Contract Period by the Agent for whatever reason, HKCMCL shall have the right to terminate this Contract, without penalty, upon 7 days' written notice.
- 2.4 The Agent shall increase its human resources as and when necessary in order to perform the Services in accordance with the Contract. No additional fee shall be payable by HKCMCL to the Agent for any such resources additionally allocated.
- 2.5 HKCMCL may request at any time that some variations or additions be made to the Services, which shall be agreed in writing by both parties. For any variation on costs and expenses due to such variations and additions, the Agent shall be entitled to negotiate and agree with HKCMCL for any additional remuneration on a job-by-job basis. In the event that the parties cannot agree on the costs and expenses for such variations or additions to the Services, the Agent shall be entitled not to perform such variations or additions for HKCMCL.
- 2.6 Subject to the provisions in this Contract and to any directions which HKCMCL may from time to time give, the Agent shall be entitled to perform its duties hereunder in such manner as it thinks fit to fulfill the requirements expected under the Contract.
- 2.7 The Agent shall complete the Services with efficiency and due expedition and to the reasonable satisfaction of HKCMCL and in accordance with the deliverables as listed in Schedule A.

## **3 CHARGES & TERMS OF PAYMENT**

- 3.1 Payments for the Contract Sum will be settled in the manner described in Schedule B of these Conditions of Contract. Payments will be paid upon the Contractor's presentation to HKCMCL of invoices and on the basis that the Services are provided as contemplated under this Contract.
- 3.2 The Contract Sum shall cover all the costs and expenses for the performance of the Services including but not limited to the development and execution of the Services whether they are directly or indirectly incurred by the Agent. Apart from the Contract Sum, the Agent may claim reimbursements or request HKCMCL to settle work-related third-party expenses such as any travel, lodging, and meal expenses directly related to the provision of the Services (the "**Expenses**"), subject to prior discussion and approval by HKCMCL of such Expenses.
- 3.3 If, for any reason, any job undertaken by the Agent pursuant to this Contract is cancelled or delayed, HKCMCL and the Agent shall discuss in good faith the most commercially beneficial and cost effective resolution of the matter. In any circumstances, HKCMCL's final decision on the matter shall be regarded as conclusive.
- 3.4 Each payment required pursuant to the Contract shall be made within 30 days of presentation of invoice.

#### 4 **ASSIGNMENT**

The Agent shall not assign or transfer interest in this Contract without HKCMCL's prior written consent. Any such purported assignment or transfer shall be void. HKCMCL shall not assign or transfer any interest in this Contract without the Agent's prior written consent, which consent shall not be unreasonably withheld save that HKCMCL may assign or transfer any interest in this Contract to its subsidiary, to its parent company or a subsidiary of its parent company without the Agent's prior written consent. Any such purported assignment or transfer shall be void.

#### 5 **CONFIDENTIAL INFORMATION**

5.1 For the purpose of this Clause 5, "**Confidential Information**" is defined to include the information and materials below regardless of the medium in which they are stored:

- (a) any information relating to the business affairs, finances, transactions, technology or technical processes or customer information of HKCMCL or its affiliates, clients, suppliers or any third parties to whom HKCMCL owes a duty of confidentiality (collectively, "**HKCMCL Related Parties**") or any information relating to any project of any HKCMCL Related Parties (including without limitation to the Cyberport project) or any such information relating to a subsidiary or project of HKCMCL where knowledge or details of the information was received pursuant to this Contract or as a result of discussion or negotiations with the Agent;
- (b) any information relating to the business affairs, finances, transactions, technology, or technical processes of the Agent or its affiliates, clients, or any third parties to whom the Agent owes a duty of confidentiality (collectively, "**Agent Related Parties**");
- (c) any information resulting from studies or surveys commissioned and paid for by HKCMCL; and
- (d) any inventions, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes (both technical and business), procedures, techniques, methods, processes, drawings, diagrams, designs, formulae, analysis, customer and vendor lists, prospect lists, transaction data, pricing information of or owned by any HKCMCL Related Parties or the Agent Related Parties, disclosed or furnished by either party (or any of its directors, employees, agents or representatives) (the "**disclosing party**" for the purpose of this Clause) to the other party (or any of its directors, employees, agents or representatives) (the "**receiving party**" for the purpose of this Clause).

5.2 Each party shall use all its reasonable endeavours to require all of its directors, employees, agents, partners and representatives who are involved with this Contract and its fulfillment (i) to treat the disclosing party's Confidential Information as secret and confidential; (ii) (applicable to the Agent only) use the disclosing party's Confidential Information only in connection with the proper performance of its duties under this Contract; (iii) (applicable to HKCMCL only) use the disclosing party's Confidential Information in relation to the Services or the proper use or enjoyment of the Services; and (iv) to not at any time either during or for a period of 36 months after the expiration or termination of this Contract for any reason copy, reproduce, sell, assign, license, market, transfer to, dispose of, or otherwise disclose the disclosing party's Confidential Information, or to permit the disclosing party's Confidential Information to be copied, reproduced, sold, assigned, licensed, marketed, transferred to, disposed of or otherwise disclosed to any person PROVIDED THAT:-

- (a) the receiving party shall not be prevented from disclosing the disclosing party's Confidential Information where the disclosing party has consented in writing both to the disclosure of the Confidential Information and to the person to whom the Confidential Information is to be disclosed;
- (b) the receiving party shall not be liable for the disclosure of the disclosing party's Confidential Information to the extent that such disclosure is by order of a court, a public body or otherwise required by the laws of any competent jurisdiction having jurisdiction over the receiving party; and
- (c) the receiving party shall not be liable for the disclosure of the disclosing party's Confidential Information which is or becomes in the public domain other than as a result of a breach of this Clause by the receiving party, or which is previously known to the receiving party without any obligation of confidentiality.

- 5.3 The Agent shall use all its reasonable endeavours to require that all of its directors, employees, agents, partners and representatives who are involved with this Contract and its fulfillment ("Agent's Staff") shall use the Confidential Information exclusively and only in connection with the proper performance of the Agent's duties under this Contract and inform the Agent's staff that they are subject to the Confidentiality Obligations under this Contract.
- 5.4 The Agent acknowledges that it shall not, without HKCMCL's permission, during or after the continuance of this Contract:-
- (a) use in advertising, publicity or otherwise the name of Cyberport, HKCMCL or its affiliates, clients or any third parties to whom HKCMCL owes a duty of confidentiality nor, any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by these parties; or
  - (b) represent, directly or indirectly, that any product or any service provided by the Agent has been approved or endorsed by HKCMCL or its affiliates, clients or third parties to whom HKCMCL owes a duty of confidentiality.
- 5.5 HKCMCL acknowledges that it shall not, without the Agent's permission, during or after the continuance of this Contract:
- (a) use in advertising, publicity, or otherwise the name of the Agent or its affiliates or any other trade name, trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof owned by these parties; or
  - (b) represent, directly or indirectly, that any product or any service of HKCMCL has been approved or endorsed by the Agent or its affiliates.
- 5.6 In each case of any default of this Clause 5, the non-defaulting party reserves the right to terminate this Contract immediately upon providing written notice to the defaulting party. In the event that Agent is the defaulting party, without prejudice to any other rights of HKCMCL, the Agent waives any payment claims regarding the Fee.

## **6 INTELLECTUAL PROPERTY OWNERSHIP**

- 6.1 Subject to Clause 6.3, all content, materials, designs, documentation, programs, and inventions generated, created, invented, or conceived by the Agent in connection with the Services provided by the Agent specifically created for HKCMCL and/or created, invented, or conceived by the Agent using HKCMCL's materials, and all copyright, patent, trade secret, trademark, and other intellectual property rights therein ("Work Product") shall be the property of HKCMCL. Upon payment in full to the Agent of all undisputed invoiced amounts then due, the Agent hereby assigns to HKCMCL, its successors and assigns, all right, title, and interest in and to the Work Product.
- 6.2 The Agent shall execute and deliver such instruments and take such other action as may be reasonably requested by HKCMCL to perfect and protect HKCMCL's rights in the Work Product and to carry out the assignment set forth in Clause 6.1.
- 6.3 Notwithstanding the foregoing, the Agent has developed and will continue to develop throughout the duration of this Contract certain works of authorship, improvements, ideas, inventions, processes, techniques, know-how, discoveries, programs, designs, technology, tools, software, documentation, information, and materials that the Agent uses and will continue to use generally in its business ("Agent IP") The Agent shall maintain exclusive ownership of all Agent IP and all copyright, patent, trade secret, trademark, and other intellectual property rights therein. If any deliverables provided to HKCMCL under this Contract contain or constitute any Agent IP, the Agent grants to HKCMCL a non-exclusive, non-assignable (without prior written consent of the Agent), non-sublicensable (without prior written consent of the Agent), perpetual, royalty-free, worldwide limited license to use such Agent IP solely for HKCMCL's own internal business needs and solely to the extent necessary to utilise the Work Product.

## **7 WARRANTIES AND INDEMNITY**

- 7.1 The Agent represents, warrants and undertakes to HKCMCL that:-

- (a) the Agent has the necessary skill and expertise to provide the Services on the terms set out in this Contract;
- (b) the Agent will provide independent, impartial and unbiased advice to HKCMCL in carrying out the Services;
- (c) any artwork or text or other creative services provided by the Agent to HKCMCL will be original to the Agent and it will not infringe the copyright, trademark or other proprietary rights of any other party nor will it be defamatory or contain any other actionable material; provided, however, that the Agent shall make no such warranty with respect to any artwork, text, or other creative work to the extent that the same is based on or derived from any HKCMCL Information (as defined below);
- (d) the use by the Agent of any third party material has been approved by the owner of the copyright or other rights in it; provided, however, that the Agent shall make no such warranty with respect to (i) any Web Content (as defined below); or (ii) any third-party material that constitutes HKCMCL Information that was provided initially by HKCMCL to Agent;
- (e) the Agent does not have any conflict of interest in providing the Services to HKCMCL and will promptly notify HKCMCL on becoming aware of the same and use all its reasonable endeavours to mitigate or avoid such conflict; and
- (f) all information supplied and statements and representations made by or on behalf of the Agent in relation to the Services are true and accurate to the best of the Agent's knowledge; provided, however, that the Agent shall make no warranty with respect to any information, statements, and representations to the extent the same are based on HKCMCL Information.

7.2 The Agent undertakes to indemnify and hold harmless on demand HKCMCL and its respective officers, employees and agents from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision reasonable legal costs and fees) and damages however arising directly or indirectly as a result of (a) any use by HKCMCL of the materials produced by the Agent pursuant to this Contract, except to the extent that the materials incorporated, are based on, or are derived from HKCMCL Information or Web Content; or (b) any breach or non-performance by the Agent of its undertakings, warranties or obligations under this Contract, including but not limited to, (i) the breach by the Agent of any of its representations, warranties, duties or covenants contained herein, (ii) violation by the Agent of the rights of any third party, (iii) personal injury, including bodily injury, sickness, disease or death, directly caused by the Agent, (iv) injury to or destruction of tangible property directly caused by the Agent.

7.3 HKCMCL Responsibilities and Warranties:

- (a) HKCMCL shall use all reasonable endeavours to ensure that all information, statements or representations applied by HKCMCL, including without limitation, information regarding HKCMCL's products, services, organisation, and industry and information regarding any third party ("HKCMCL Information") shall be true and accurate to the best of HKCMCL's knowledge.
- (b) HKCMCL further acknowledges and agrees that after the Agent has issued any material to the press or to another third party with the approval of HKCMCL, the use of such material is no longer under the Agent's control. The Agent cannot assure the use of the materials by any media, nor can the Agent assure that any information published will accurately convey the information provided by the Agent.

## **8 PREVENTION OF BRIBERY**

8.1 The Agent shall prohibit his directors, employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201, when conducting business in connection with this Contract.

8.2 The Agent shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the prohibitions in this clause.

## **9 TERMINATION**

- 9.1 Either party can terminate this Contract for any reason by giving to the other party not less than sixty (60) days' written notice. The Contract Sum will only be payable up to the effective date of termination, and any monies already paid as at the date of the notice of termination will not be refunded.
- 9.2 Should either party fail to comply with any material provisions of this Contract, the other party may at any time, on giving the breaching party 14 days' written notice of such failure, and provided such default is not remedied within those 14 days, immediately terminate this Contract.
- 9.3 Should the Agent fail to perform the Services satisfactorily at any stage of this Contract, HKCMCL has the right to terminate this Contract at any time by giving the Agent 14 days' written notice.
- 9.4 If:-
- (a) either party informs the other in writing or creditors generally that the it is insolvent, it cannot by reason of its liabilities continue its business or is financially unable to proceed with the Contract;
  - (b) execution is levied against either party by a creditor;
  - (c) in relation to either party:-
    - (i) a meeting of creditors is ordered by the Court under s.166 of the Companies' Ordinance;
    - (ii) a resolution is passed by its directors under s.228(A) of the Companies' Ordinance;
    - (iii) it resolves by special resolution that it be wound up voluntarily (other than a resolution for a solvent members' voluntary winding up);
    - (iv) a winding up petition is presented to the Court and not stayed within 14 days;
    - (v) a winding up order is made in respect of it;
    - (vi) a receiver is appointed to its property or any part thereof, including a Court-appointed receiver;
    - (vii) a mortgagee of any of its property takes possession of that property or part thereof; or
    - (viii) any person with authority to manage the affairs of the party by reason of the party's likely or actual insolvency or preserve the status quo of the business of the party (or part thereof) for any period of time, in any jurisdiction, including a provisional supervisor, an administrator or person with similar duties and obligations is appointed to the party, its property or part thereof,
- the other party may terminate this Contract.

The rights and remedies given by this Clause 8.4 are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of the Contract.

- 9.5 Unless otherwise provided in this Contract, upon expiration or termination of this Contract, the Agent shall:
- (a) deliver up to HKCMCL copies of HKCMCL's Confidential Information and Work Product including but not limited to photographs, visuals, graphics, artwork, computer programs and other creative works or machine readable materials relating to the provision of the Services and the development which are then in the possession or control of the Agent provided that the Agent fee relevant to the Project achieved pursuant to this Contract has been paid on a quantum merit basis (in other words for work validly done by the Agent up to the time of termination);
  - (b) hand over to HKCMCL relevant details (including but not limited to status of any uncompleted task or project) relating to Services performed pursuant to this Contract;
  - (c) delete permanently all electronic copies of HKCMCL's Confidential Information stored in its computer systems;
  - (d) confirm in writing to HKCMCL that it has fulfilled its obligations under this Clause; and
  - (e) remain bound by the obligations contained in this Clause for a period of up to 36 months after

termination of this Contract.

- 9.6 Upon expiration or termination of this Contract, HKCMCL shall:
- (a) Deliver to the Agent all Agent Confidential Information and all copies, summaries, and excerpts thereof;
  - (b) Delete permanently all electronic copies of the Agent's Confidential Information stored on its computer systems;
  - (c) Confirm in writing to the Agent that it has fulfilled its obligations under this Clause.
- 9.7 Upon notice of termination, the Agent shall continue to perform its duties in accordance with the provisions of this Contract during the period of notice, and HKCMCL shall continue to pay the Fee earned during the period of notice properly incurred in accordance with this Contract during the period of notice.
- 9.8 Notwithstanding termination or expiry of this Contract the Agent agrees, if requested by HKCMCL, to assist and co-operate with any agency, sub-contractors and suppliers appointed by HKCMCL in relation to the development to ensure an efficient and smooth transfer of responsibilities to such parties; provided, however, that the Agent will be entitled to staff time charges and reimbursement of out-of-pocket expenses previously approved by HKCMCL for such assistance and cooperation.
- 9.9 Except for termination of this Contract by HKCMCL without cause pursuant to Clause 9.1 or for termination by the Agent for HKCMCL's breach of this Contract, the Agent shall refund any Contract Sum paid in advance upon termination of this Contract by HKCMCL pursuant to Clause 3. The Agent shall only retain such part of the Contract Sum which is related to actual work performed properly by the Agent up to and during the period of notice and to the reasonable satisfaction of HKCMCL, and such part of the Expenses which is related to Expenses incurred up to and during the period of notice.
- 9.10 Any termination of this Contract shall not affect any right which may have accrued to either party in respect of any breach prior to the date of such termination.
- 9.11 The following provisions in this Contract shall survive expiration or termination of the Contract:
- (a) this Clause 9.11;
  - (b) any provision under which the Agent is obliged to indemnify HKCMCL or under which HKCMCL is obliged to indemnify the Agent;
  - (c) Clause 5 (Confidential Information);
  - (d) provisions relating to the effect of termination and ownership of materials and intellectual property, including without limitation Clause 5.

## **10 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The courts of Hong Kong shall have jurisdiction to settle any disputes which may arise out of or in connection with this Contract and accordingly any proceeding, suit or action arising out of or in connection with this Contract may be brought in such courts.

## **11 LEGAL COSTS**

Each party shall be responsible for its own legal and other costs incurred in relation to the negotiation, preparation and signing of this Contract.

## **12 ENTIRE AGREEMENT**

- 12.1 The parties do not intend any term of this Contract to be enforceable by any person who is not a party to this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "Ordinance"), and the parties agree that this Contract shall be excluded from the application of the Ordinance.

12.2 Unless otherwise specified in a writing executed after this Contract, this Contract constitutes the entire agreement of the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties in connection with such subject matter.

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED  
(香港數碼港管理有限公司)

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## Contract Schedules

for

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for

**Hong Kong Cyberport Management Co. Ltd.**

(Tender Ref. T/2020/018)

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# Schedule A – Project Specifications

## 1 Overview

- 1.1 The Contractor shall design, supply, install, test and commission an integrated Financial Accounting System (the “System”) as specified in the Section 4 - System Specifications of this Schedule.
- 1.2 The Contractor shall perform the implementation services in accordance to the requirements specified in Section 2 – Implementation Services of this Schedule.
- 1.3 The Contractor shall deliver the project deliverables specified in Section 3 – Project Deliverables of this Schedule.

## 2 Implementation Services

### 2.1 Project Management

The Contractor shall be responsible for the overall project management of the project. The Contractor shall assign a dedicated project manager to oversee the project and to provide regular project status updating to Cyberport.

### 2.2 System Analysis and Design

The Contractor shall assign qualified technical personnel in the project team to conduct collect and analyze user requirements and to conduct the technical design of the System accordingly.

### 2.3 Supply of the usage license of the proposed Financial Accounting System

The Contractor shall procure and supply the necessary licenses of the proposed Financial Accounting System for Cyberport.

### 2.4 System Installation

The Contractor shall be responsible for installing and configuring the System.

## 2.5 System Customization

Should the System require customization to fulfill the requirements as specified in the Section 4 - System Specifications, the Contractor shall be responsible for carrying out such customization works.

## 2.6 Data Migration

The Contractor shall be responsible for conducting the migration of the data from Cyberport's existing system to the new System.

## 2.7 User Acceptance Testing

The Contractor shall prepare the User Acceptance Test Plan and deploy sufficient resources to support Cyberport users to conduct the User Acceptance Test.

## 2.8 Training

The Contractor shall provide User Training for up-to 20 Cyberport users on the operation of the System. The Contractor shall also provide System Administration Training for Cyberport IT team on the system administration of the System.

## 2.9 Security Risk Assessment & Audit

The Contractor shall cooperate with the independent security auditor appointed by HKCMCL to conduct the Security Risk Assessment & Audit (SRAA) on the System. The Contractor shall provide all necessary materials and assistance to the security auditor, take into account the recommendations from the SRAA in the System for avoidance or mitigation of the security risks, if any.

## 2.10 System Deployment

The Contractor shall prepare a Deployment Plan and execute the deployment in accordance to the Deployment Plan.

## 2.11 Defect Liability Period Support

During the first 3 months upon the rollout of the System (“Defect Liability Period”), the Contractor shall deploy sufficient resources to support and promptly resolve any issues encountered. The required service level is as follows:

Response time of incidents affecting system operation	Within 4 working hours
Response time of incidents not affecting system operations and/or general enquiries	Within 1 working day
Support hours	Monday – Friday 9am – 6pm excluding public holidays and Gale warning days

### 3 Project Deliverables

Stage	Deliverables
Project Initiation and Planning	<ul style="list-style-type: none"> <li>● Project Initiation Document (PID)</li> </ul>
System Analysis and Design	<ul style="list-style-type: none"> <li>● System Design Specifications</li> <li>● Interface Specifications</li> <li>● Data Conversion Plan</li> </ul>
User Acceptance Testing	<ul style="list-style-type: none"> <li>● User Acceptance Test Plan</li> <li>● User Acceptance Test Report</li> </ul>
Training	<ul style="list-style-type: none"> <li>● User Training Manuals</li> <li>● System Administration Training Manual</li> </ul>
Deployment	<ul style="list-style-type: none"> <li>● Deployment Plan</li> <li>● Hardware Proposed</li> <li>● Licenses of the Software Proposed</li> <li>● Source Code of the Customizations</li> </ul>
Project Closure	<ul style="list-style-type: none"> <li>● Project Closure Document</li> </ul>
All Stages	<ul style="list-style-type: none"> <li>● Regular Project Status Report</li> </ul>

## 4 System Specifications

### 4.1 The System shall comprise of the following functional modules

- General Ledger (GL)
- Accounts Receivable (AR)
- Accounts Payable (AP)
- Fixed Assets (FA)
- Project Accounting
- Management Accounting
- Planning and Budgeting
- Reporting Tools
- Migration Tools
- Security and Authorization Control

### 4.2 System Requirements

This section specifies the functional and non-functional requirements of the System. Tenderers are required to indicate that whether their proposed system can meet the individual requirement and to indicate the number of man-days required for the customizations if any.

Legend	Explanation
Priority (M/O)	M-Mandatory, O-Optional
Comply (Y/N/C)	Y: Comply with the requirement N: Do not comply with requirement C: Comply with the requirement with customisation
Customization (Man-days)	If customisation is required, please indicate the number of man-days required

#### 4.2.1 General Requirements

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
S1	System	Support access from popular browsers like Chrome, Firefox, Edge	M		
S2	System	Application Server should support SSL protocol for client access and data transmission	M		
S3	System	No installation or plug-in required for client PC, minimal support from IT department. Web-based or thin client for back office administration will also be accepted	O		
S4	System	Support input, storage and output UTF-8, Chinese characters properly, including HKSCS like 邨 and simplified Chinese like 简	M		
S5	Security	Mechanism to prevent repetitive login trial and able to set session's time-out mechanism	M		
S6	Security	Support flexible password policy, allow system administrator to define password strength requirement, e.g. length of password, password change frequency, etc.	M		
S7	Access Control	Able to separate different access level, by staff level and job function. Subordinate data could be viewed only by the designated supervisor.	M		
S8	Access Control	Support role base access control and apply to all screens, functions, reports and email if applicable	M		
S9	Validation	Provide validation and message prompt for wrong data input (e.g. duplicated entries, date format check, etc.)	M		
S10	Validation	Indicate mandatory field on screen and must check for missing data input.	M		
S11	Validation	Prompt confirmation for user response before any save/update/correction/delete actions are carried out	M		

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
S12	Validation	Allow user to define selection list to display common choices of a field	M		
S13	Searching	Support wildcard search on data field e.g. English Name, Chinese Name, Position, Service Unit etc.	M		
S14	Data Export	Able to export data file into common data format including MS EXCEL, WORD and PDF format	M		
S15	Data Import	Able to import transactional data from pre-defined EXCEL format to AR, AP, GL, FA and purchasing modules.	M		
S16	Maintenance	For ease of maintenance, system administrator could deactivate some obsolete codes	M		
S17	Maintenance	Able to perform periodic system backup and data restore operation	M		
S18	Maintenance	Provide mechanism for Data Retention and Data Archive	M		
S19	Maintenance	Does not required regular downtime for data and periodic processes	M		
S20	Audit	Support audit trail function for data fields, login, logout, username, timestamp, action and change value must be kept	O		
S21	Audit	Provide audit trial report if necessary	O		

#### 4.2.2 Functional Requirements

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
X0	System	Supporting at least ten (10) concurrent users who are always connected to the system, and scalable to support up to sixty (60) users on demand	M		
X1	Multi-company	Generate an account consolidation report to consolidate all subsidiaries including service units, by different dimension including funding source, service units, project and program no.	M		
X2	Service Unit	Allow at least 30 services units/ cost center	M		

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
X3	Project analysis	Allow project base analysis	M		
X4	Funding analysis	Funding source analysis	M		
X5	General Ledger	Decentralized reporting by service units	M		
X6	Field creation	User-define project code/event code/ Service Unit/Account Code			
X7	Journal Voucher	Includes date, description, amount, Service Unit, Account code, project code, event code, etc.	M		
X8	Field validation	Disallow unbalance posting, reasonable test, logic test e.g. wrong account codes	M		
X9	Field validation	Allow at least 30 characters input and display in text field e.g. in voucher description, for AR, AP, GL, related reports	M		
X10	E-approval	Provide mobile version for e-approval, with document attachment functions	O		
X11	Access Control	Post entries in authorized account codes by individual services unit	M		
X12	Access Control	Control rights and restriction by different service units	M		
X13	Access Control	Allow addition/inactivation of projects/ events/service unit/ Account code	M		
X14	Recurring Voucher	Automatically prepare the recurring operating expense based on standard templates	M		
X15	Account Payable (AP)	Program expenses and cheque payment approval	M		
X16	Account Payable (AP)	Includes date, payee, description, account number, amount, project code, event code, invoice data, due data, etc	M		
X17	Account Payable (AP)	Cheque number, e-payment reference number, includes in report to trace payment by bank/web bank/TT	M		
X18	Account Payable (AP)	Prefer bulk approval for all transactions	M		
X19	Account Receivable (AR)	Accept Program income, Funding, etc. includes date, payer details, description, account number, amount, project code, event code, etc.	M		
X20	Account Receivable (AR)	Print out receipt contains Customer name, date, description, amount, etc	O		

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
X21	Account Receivable (AR)	For Program Income, import function is allowed for uploading the transactional data	M		
X22	Account Receivable (AR)	Prefer bulk approval for all transactions	M		
X23	Budget Planning	Budget vs Actual Quarterly/Monthly Report, Budget vs Forecast Report, Actual vs Forecast Report	M		
X24	Budget Planning	Compare actual to budget (by months, quarter, year)	M		
X25	Budget Planning	Compare budget to budget (by months, quarter, year)	M		
X26	Budget Planning	Input budget total and amount can manually input or even out during the Financial Year (by service unit/project/events code/accounts code)	M		
X27	Budget Planning	Allow import/export of budget template and figures go to the correct account (by service unit/project/event code/account code)	M		
X28	Budget Planning	Allow bottom up input approach so that figures from service units can go to group consolidation budget report	M		
X29	Budget Planning	Allow top down input approach so that finalize figures from group consolidation level can go to service unit budget report	O		
X30	Recurring Voucher	Recurring voucher, to be posted periodically according to a fixed distribution amount	M		
X31	Cost Allocation	Cost distribution and allocation template is allowed for user to define the % and amount to be charged to pre-defined account code	M		
X32	Account Analysis /Reporting Tools	Provide graphical tools for online data analysis, able to transform financial data into different customized dashboards	O		
X33	Integration	Able to provide APIs for third parties systems. Allows information to be shared between the connected systems	M		
X34	Bank Reconciliation	Able to import electronic bank statement file for bank reconciliation	O		
X35	BANK	Bank-in, bank-out transactions, list by date, bank, description	M		

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
X36	BANK	Cheque list in sequence, void cheque is kept and traceable	M		
X37	BANK	Can select unrepresented cheque	O		
X38	BANK	Cheque number includes in report to trace payment	M		
X39	Consolidation Accounts	Consolidation Accounts is aimed for preparing summary report for the income and expenses by service unit	M		
X40	Inter-Company Allocation	Inter-Company Allocation	O		
X41	Data Exchange	Data Import and Export Function – Excel (Journal Vouchers/Payment Invoices)	M		
X42	Data Migration	Method of migration of current system data to new system (around 6 - 12 months data)	M		
X43	Reporting fields	allow additional user defined fields for reporting generation (GL/AP/AR/FA)	M		
X44	Financial year end closing	At least 7 years+ shown by month	M		
X45	Financial period end closing	System is able to block service unit from data entry (Show/Hidden) for the closed period and AC can select one or more service units for period end closing	M		
X46	Financial period end closing	Prefer Simple and bulk Financial Year Closing for all services units. Re-open a closed period for inputting data is allowed	M		
X47	Financial year end closing	Allow optional transactional month – period 13 and/or provided annual adjustment entry type is available	M		
X48	Financial report	Report according to different funding sources, projects, service units	M		
X49	Financial report	Generate report based on selection criteria (e.g. account code, period, amount, posted person, service units, project code, event codes, P/L, balance sheet, AR/AP ageing report)	M		
X50	Financial report	Can preview all impact to accounts for unposted journal in balance sheet and income statement by service units	M		

No.	Sub-Category	Description	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
X51	Financial report	Generate by funding sources, projects, service units; display actual to budget, actual to actual; budget to budget; last year/last month.	M		
X52	Financial report	Generate by project/service unit/funding source, of around 30 units in a report	M		
X53	Financial report	Program number as control point, a report to display all program income, expenses and budget	M		
X54	Financial report	transaction details under the program number, service units, project codes, event codes	M		
X55	Financial report	All reports can Export to Excel/MS office	M		
X56	Financial report	Graphical tools for online data analysis; cash flow statement	M		
X57	Fixed Asset register	Addition/disposal/transfer in-out of assets	M		
X58	Fixed Asset register	Assign (Auto/Manual) asset number	M		
X59	Fixed Asset register	Auto-calculation annual depreciation, manual posting	M		
X60	Fixed Asset register	List of Assets by Service unit/Funding Source/Locations	M		
X61	Fixed Asset register	Reclassify of fixed asset from expenses account to fixed asset account at the year end	M		
X62	Fixed Asset register	Allows users to perform physical inventory (Cycle count)	M		
X63	Fixed Asset register	Allows users to perform Barcode label printing	M		
X64	Fixed Asset register	Allows users to perform RFID label printing	O		
X65	Fixed Asset register	Barcode scanners support	M		
X66	Fixed Asset register	RFID scanners support	O		
X67	Fixed Asset register	Multi-warehouse support	M		
X68	Fixed Asset register	Allows users to dispose of items and classify them as discarded	M		
X69	Fixed Asset register	Able to bulk import data from pre-defined EXCEL format	M		

#### 4.2.3 Report Requirements

No.	Sub- Category	Report Name	Priority (M/O)	Comply (Y/N/C)	Customization (Man-days)
Z1	Report	Balance Sheet for each service unit	M		
Z2	Report	Balance Sheet for Group	M		
Z3	Report	Balance Sheet for Project	M		
Z4	Report	Income Statement for each service unit	M		
Z5	Report	Income Statement for Group	M		
Z6	Report	Income Statement for Project	M		
Z7	Report	Budget Income statement/balance sheet for each service unit	M		
Z8	Report	Budget income statement/balance sheet for Project	M		
Z9	Report	Budget income statement/balance sheet For Group	M		
Z10	Report	Designated Fund movement	M		
Z11	Report	Annual Financial Report	M		
Z12	Report	Financial Statements	M		
Z13	Report	Ad-hoc Financial Report under other funding bodies	M		
Z14	Report	Monthly Journal Summary	M		
Z15	Report	Lump Sum Grant Reserve movement	O		
Z16	Report	Lump Sum Grant Provident Fund movement	O		
Z17	Report	Trial balance	M		
Z18	Report	Account details breakdown	M		
Z19	Report	Program cash flow Summary	M		
Z20	Report	Program Income statement	M		
Z21	Report	Ad-hoc schedules from accounts	M		
Z22	Report	Web-bank report for Standard Chartered Bank	M		

#### 4.2.4 Non-Functional Requirements

Item	Sub- Category	Requirements	Comply (Y/N/C)	Customization (Man-days)
N1	Security	<p>The system shall comply with the following regulations and policy of HKCMCL, in particular the data protection:</p> <ul style="list-style-type: none"> <li>a) Cyberport Information Security Policy</li> <li>b) IT Security Guidelines and Regulations under Cyberport Information Security Manual</li> </ul> <p>References of standards and guidelines that HKCMCL adopts can be provided upon request in writing.</p>		

## Schedule B - Price Schedule

### 1. One-off Charge

Item		Quantity	Unit Price (HK\$)	Amount (HK\$)
i)	Hardware			
	<i>(itemized list)</i>			
Total Hardware Charge				
ii)	Software			
	<i>(itemized list)</i>			
Total Software Charge				
iii)	Implementation Service			
<b>Total One-off Charge (A)</b>				

### 2. Annual Recurrent Charge

Item		Quantity	Unit Price (HK\$)	Amount (HK\$)
i)	Hardware Maintenance/License			
	<i>(itemized list)</i>			
Total Hardware Recurrent Charge				
ii)	Software Maintenance/License			
	<i>(itemized list)</i>			
Total Software Recurrent Charge				
<b>Total Annual Recurrent Charge (B)</b>				

### 3. Optional Charge

Item		Amount (HK\$)
(A)	Annual Support and Maintenance Service after Defect Liability Period	

**Total Project Charge ("A" + "B")**

Respondent (Company Name): \_\_\_\_\_

Authorized Name with Company Chop: \_\_\_\_\_

## Schedule C – Project Team

The tenderer is required to fill in the following table(s) for each of the proposed key project team member, including but not limited to:

- Project Manager
- System Analyst

### For Project Manager

<b>Name</b>										
<b>Role</b>										
<b>(I) Year of Post-qualification IT Experience (as at Tender Closing Date)</b>										
No.	Name of Employer	Title Held	Detailed Job Description (Including the role(s) played, if applicable)	Related to team leading experience (M)? (Y/ N)	Related to team leading experience in system development projects? (Y/ N)	Related to Project Management of IT Projects in the following Specific Area:		From (yyyy/ mm)	To (yyyy/ mm)	Duration (years & months)
						ERP? (Y/N)	CRM? (Y/ N)			
e.g. 1	e.g. ABC Company	e.g. VP – IT Operations		e.g. Y	e.g. Y	e.g. N	e.g. N	e.g. 2008/ 11	e.g. 2010/03	e.g. 1 Year & 5 Months
<b>Total Post-qualification IT Experience :</b>								e.g. 12 Year(s) 8 Month(s)		
<b>Total Team Leading Experience :</b>								e.g. 10 Year(s) 3 Month(s)		
<b>Total Team Leading Experience in system development projects :</b>								e.g. 10 Year(s) 3 Month(s)		
<b>Total Project Management Experience in Managing IT Projects on ERP :</b>								e.g. 6 Year(s) 4 Month(s)		
<b>Total Project Management Experience in Managing IT Projects on CRM :</b>								e.g. 5 Year(s) 4 Month(s)		
<b>(II) Professional Qualification (valid as at Tender Closing Date)</b>										
No.	Professional Qualifications			Full Name of Issuing Authority			Date Obtained (yyyy/mm/dd)			
e.g. 1	e.g. Project Management Professional (PMP)			e.g. Project Management Institute (PMI)			e.g. 2010/12/31			
<b>(III) Academic Qualification (as at Tender Closing Date)</b>										
No.	Qualification Obtained	Colleges, Universities, etc. Attended			From (yyyy/mm)	To (yyyy/mm)				
e.g. 1	e.g. Bachelor of Science	e.g. XYZ University, Canada			e.g. 1989/ 09	e.g. 1992/ 06				
<b>(IV) Skill Profiles (as at Tender Closing Date)</b>										

For Roles Other Than Project Manager

<b>Name</b>										
<b>Role</b>										
<b>(I) Year of Post-qualification IT Experience (as at Tender Closing Date)</b>										
No.	Name of Employer	Title Held	Detailed Job Description (Including the role(s) played, if applicable)	Post-qualification IT Experience						
				Related to System Analysis?  (Y/ N)	Related to the proposed Financial Accounting System?  (Y/ N)	Related to delivering IT Projects in the following Specific Area:		From (yyyy/ mm)	To (yyyy/ mm)	Duration (years & months)
						ERP?  (Y/ N)	CRM?  (Y/ N)			
e.g. 1	e.g. ABC Company	e.g. System Analyst		e.g. Y	e.g. N	e.g. N	e.g. N	e.g. 2008/ 11	e.g. 2010/ 03	e.g. 1 Year & 5 Months
<b>Total Post-qualification IT Experience :</b>								e.g. 11 Year(s) 7 Month(s)		
<b>Total Experience Related to System Analysis :</b>								e.g. 5 Year(s) 11 Month(s)		
<b>Total Experience Related to the proposed Financial Accounting System :</b>								e.g. 5 Year(s) 11 Month(s)		
<b>Total Experience in delivering IT Projects on ERP :</b>								e.g. 2 Year(s) 5 Month(s)		
<b>Total Experience in delivering IT Projects on CRM :</b>								e.g. 3 Year(s) 5 Month(s)		
<b>(II) Professional Qualification (valid as at Tender Closing Date)</b>										
No.	Professional Qualifications			Full Name of Issuing Authority			Date Obtained (yyyy/mm/dd)			
e.g. 1	e.g. Project Management Professional (PMP)			e.g. Project Management Institute (PMI)			e.g. 2010/12/31			
<b>(III) Academic Qualification (as at Tender Closing Date)</b>										
No.	Qualification Obtained	Colleges, Universities, etc. Attended			From (yyyy/mm)		To (yyyy/mm)			
e.g. 1	e.g. Bachelor of Science	e.g. XYZ University, Canada			e.g. 1989/ 09		e.g. 1992/ 06			
<b>(IV) Skill Profiles (as at Tender Closing Date)</b>										

## Schedule D – Implementation Plan

Task		Start	Complete
1	Project Initiation	Week 1	Week 1
2	System Analysis & Design	Week 2	Week 3
3	System Configuration/Customization	Week 4	Week 5
4	User Acceptance Test	Week 6	Week 8
5	Data Migration	Week 9	Week 9
6	Pilot Run	Week 10	Week 11
7	System Rollout	Week 12	Week 12

*Note: The above implementation plan is for reference only. Tenderers are welcome to propose their own implementation plans.*

**OFFER TO BE BOUND**

1. Having read the Tender Document including the Conditions of Contract, the Request for Proposal for Tender no. T/2020/018 – The Implementation of Financial Accounting System. I/we agreed to be bound by the terms and conditions as stipulated therein.

2. I/We do hereby offer to bind a contract with HKCMCL in the sum of Hong Kong Dollars

.....

..... (HK\$ .....)

or such sum as may be ascertained in accordance with the said terms and conditions.

3. I/We, also certify that the particulars given by me/us below, are correct:-

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

.....

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

.....

4. I am the Secretary/Managing Director of the limited company mentioned below and duly authorized to bind this company by my signature.

- or -

I am a partner/we are partners in the firm mentioned below and duly authorized to bind the firm and all partners of the firm for the time being.

- or -

This tender is submitted with the authority and on behalf of

.....

whose registered office is situated at .....

.....

Hong Kong.

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

.....

.....

Tel. No. ....

Signature:-

.....

Dated this ..... day of ..... of 20

Note : (i) All the particulars required above must be completed.  
(ii) \*... Delete where inapplicable.

## REPLY SLIP

Manager – Compliance and Procurement  
Level 6,  
Cyberport 2,  
100 Cyberport Road,  
Hong Kong

Email: [procurement@cyberport.hk](mailto:procurement@cyberport.hk)

**Request for Proposal for the Implementation of Financial Accounting System  
(Tender Ref. T/2020/018)**

**Tender Briefing**

I/We would like to attend the site visit session held on **5 June 2020, 2:30 p.m.**, at **HKCMCL, Level 6, Cyberport 2, Cyberport.**

	Person 1	Person 2
Full name of Attendee(s)	_____	_____
	(Mr./Mrs./Ms./Miss)	(Mr./Mrs./Ms./Miss)
Post/Title	_____	_____
Signature of attendee(s)	_____	_____
Name of company:	_____	
Signature of authorised person:	_____	
Full name (in block letters):	_____	
Email address	_____	
Telephone No.	_____	
Fax No.	_____	
Mobile phone No.	_____	