

## **PART II**

### **CONDITIONS OF TENDER**

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## **1. Invitation to Tender Document**

This Invitation to Tender document consists of :-

- Part I : Form of Tender
- Part II : Conditions of Tender
- Part III : Articles of Agreement
- Part IV : General Terms & Conditions
- Part V : Project Specification
- Part VI : Offer to be Bound
- Part VII : Decline to Offer
- Annex A : Special Conditions of Contract

## **2. Interpretation**

Words and expressions defined in the General Terms & Conditions of the Contract but not otherwise defined in other parts of these documents shall have the same meaning when used herein and in other parts of this document.

## **3. Invitation to Tender**

- 3.1 Supplier is invited to submit Tender for the data centre service for ITRC Systems.
- 3.2 The successful Supplier will be required to supply data centre together with the provision of the services specified in the General Terms & Conditions of Contract and Project Specification.
- 3.3 The Tender shall be subject to and in accordance with the Conditions of Tender.

#### **4. Information and Descriptive Literature**

- 4.1 Supplier must supply in their Tender complete product information, including technical and descriptive literature on the specified mandatory and optional features, if available.
- 4.2 Information submitted shall be sufficiently detailed to substantiate that products and/or services being offered shall meet or exceed the specifications.

#### **5. Supplementary Information**

Potential bidder will be confirmed through e-mail. All supplementary information to this Tender will be in writing with content and number of pages described and made available to all parties who are known to be in receipt of this Tender by post or e-mail.

#### **6. Supplier's Response to ITRC's Enquiries**

In the event that the ITRC determines that clarification of any Tender is necessary, it will advise the Supplier, indicating whether the Supplier should supplement its Tender. Each Supplier shall thereafter have three (3) working days or the period specified in the request for clarification, to submit such information in the manner requested.

#### **7. Accuracy of Tender Prices**

Supplier should make certain that prices quoted are accurate before submitting its Tender. Under no circumstances will ITRC accept any request for price adjustment on the ground that a gross/obvious mistake has been made in the Tender prices.

#### **8. Company/Business Organisation Status**

Supplier must provide the following details:-

- 8.1 Name and address of the company/business organisation;
- 8.2 Length of relevant business experience;
- 8.3 Shareholders/Partners/Members of the company/business organisation;
- 8.4 A copy of its Business Registration Certificate and other documents evidencing the Supplier's legal status.

#### **9. Supplier's Proposal**

- 9.1 All terms and conditions in this Tender are the essential requirements of ITRC. Counter proposal will only be considered in exceptional circumstances and on issues of fundamental nature. Counter proposal as to the terms and conditions herein will be taken as one of the factors in Tender evaluation and may seriously jeopardize the chance

of being awarded the Contract. Any counter proposal must be drafted and submitted in the following manner:-

- 9.1.1 The counter proposal must be put under an appendix titled “Counter Proposal to the Invitation to Tender”.
- 9.1.2 The counter proposal must adhere to the format of the Tender.
- 9.1.3 Original version of the relevant provision must be fully recited before any proposed alteration is made.
- 9.1.4 Any alteration to any terms or requirements must be underlined and must bear the corresponding clause number unless it is an addition to the Tender.
- 9.1.5 Words to be deleted should be crossed out by a single line only.
- 9.1.6 Explanation should be given below any such alteration and be put in a bracket [ ].
- 9.1.7 Counter Proposal not submitted in accordance with the above format will be considered as general comments only and will not in any way affect the validity of any terms and conditions in this Tender.

## **10. Formation of Contract**

Unless and until the Articles of Agreement in this Tender document has been executed there is no contract between the ITRC and any Supplier.

## **11. Supplier's Enquiries**

- 11.1 Any enquiries from the Supplier concerning this Tender shall be sent to [tenderidc2023@hkcss.org.hk](mailto:tenderidc2023@hkcss.org.hk) by e-mail.
- 11.2 After lodging a Tender with ITRC, a Supplier shall not attempt to initiate any further contact, whether direct or indirect, with ITRC on its Tender or these Tender documents. ITRC shall have the sole right to initiate any such further contact and all such contacts and any replies of the Supplier thereto shall be in writing or formally documented in writing.

## **12. Particulars of Offer**

- 12.1 Supplier must provide an Information Summary in a precise and straight forward manner:-
  - 12.1.1 Details of data centre services
- 12.2 Supplier must provide the following information in a precise and straight forward manner:-
  - 12.2.1 a management summary;

12.2.2 a description of the local support services including those from the application package developer; and the logistics of support services from overseas, if any, as a second line support to the Data Centres;

12.2.3 list of reference sites;

12.2.4 relevant experience of the project team on project implementation, in particular in projects quoted in the list of reference sites;

12.2.5 brochure and catalogue (with pictures and measurements) which can support the specifications;

12.2.6 other information where Supplier considers relevant.

12.3 Failure in complying with the above requirement may render the Tender invalid.

### **13. Project Specification**

The Project specification issued with this Tender must not be altered by the Supplier.

### **14. Completion of Tender**

14.1 Supplier should include the following in their Tenders:-

14.1.1 all details completed in ink or typescript;

14.1.2 all information required in Clause 4 and 8 of this part;

14.1.3 the set of General Terms & Conditions of Contract;

14.1.4 the set of Project Specification;

14.1.5 Deed of Guarantee duly signed and sealed; and

14.1.6 Offer to be Bound duly signed with company chop.

14.2 Submission of Tenders

14.2.1 The following should be submitted in the manner stipulated in paragraph Lodging of Tender of Part I:

a) three (3) hardcopies of duly completed Tender and all accompanying documents required under Clause 14.1 above; and

b) one (1) softcopy in CD of the duly completed Tender (in Microsoft Word or compatible format).

14.2.2 Supplier is required to note that the information specified in the hardcopy will be used for Tender assessment and the softcopy will be used only as a means of easy reference by ITRC. In the event of conflict between the versions contained in the hardcopy and the softcopy, the hardcopy version shall prevail.

14.3 Tenders may not be considered if complete information has not reached ITRC before the Tender Closing Date and Time.

- 14.4 Unless Supplier submits its Tender in the manner stipulated herein and provide the requested information, the Tender will not be considered.

## **15. Tender to Remain Open**

Tender shall remain valid and open for not less than 90 days after the Tender Closing Date (“Tender Validity Period”).

N.B.: If Supplier's offer is withdrawn before the expiry of the Tender Validity Period, Supplier is advised that its action will be noted and it may affect its future standing as an ITRC Supplier.

## **16. Tender**

- 16.1 Supplier is requested to submit its offer in Hong Kong Dollars and to give a precise breakdown for:
- 16.1.1 cost of ITRC Data Centre facilities and related services;
  - 16.1.2 cost of installation and commissioning, if any;
  - 16.1.3 cost of Documentation;
  - 16.1.4 any recurrent costs; and
  - 16.1.5 any other costs, including but not limited to surcharge on any additional consumption.
- 16.2 Prices quoted in foreign currency will not be considered.

## **17. Control of Quality**

The quality control / assurance procedures used in provision of data centre service shall be submitted in detail.

## **18. Supplier's Offers**

Except as expressly provided in the Project Specification, it is mandatory that Supplier bids, with or without alternative offers for provision of the data centre service as required by this document and that all communications connected with or arising out of the document shall be conducted directly between the ITRC and the Supplier irrespective of the number of manufacturers involved.

## **19. Separate Offers**

The Supplier consents and acknowledges that ITRC may elect at its sole option to accept all or any part of the Supplier's offers and that ITRC has sole discretion whether or not to accept any of the Tenders irrespective of its price.

## **20. Supplier's Commitment**

- 20.1 All Tenders, information and responses from Supplier must be submitted in writing. The relevant provisions of this invitation to Tender and such documents so submitted shall be the representation of the Supplier and may by law or at ITRC's sole option be incorporated into and made part of the contract between ITRC and the successful Supplier.
- 20.2 ITRC reserves the right to disqualify any Supplier who submits a Tender that directly or indirectly attempts to exclude or limit the effect of this requirement.

## **21. Free Site Visit**

- 21.1 During the Tender Validity Period, Supplier shall arrange free of charge visit to the data centre for the service specified upon ITRC's request.
- 21.2 Failure to provide the visit may render the Tender invalidated.

## 22. Assessment Criteria

Supplier-proposed equipment and services must meet the minimum requirements as stated in Annex A.

### 22.1

Assessment Criteria	Max. Score
<p>a) Price – Total 3-year Recurrent Cost for 4 Racks</p> <p>The 'Price Score' of a Tender will be calculated using the formula of:</p> $\text{Price Score} = \frac{\text{Lowest 'total 3-year recurrent cost for 4 racks'}}{\text{Your 'total 3-year recurrent cost for 4 racks'}} \times 85$ <p>where Lowest 'total 3-year recurrent cost for 4 racks' is the lowest total 3-year recurrent cost among all complete and compliant Tenders received by ITRC.</p>	85
<p>b) Price – Annual Recurrent Cost for additional 1 Rack</p> <p>The 'Price Score' of a Tender will be calculated using the formula of:</p> $\text{Price Score} = \frac{\text{Lowest 'annual recurrent cost for additional 1 rack'}}{\text{Your 'annual recurrent cost for additional 1 rack'}} \times 15$ <p>where Lowest 'annual recurrent cost for additional 1 rack' is the lowest annual recurrent cost for additional 1 rack quoted for a single year among all complete and compliant Tenders received by the ITRC.</p>	15

## 23. Basis of Acceptance

- 23.1 Supplier-proposed services must meet the minimum requirements as stated in Annex A. Any Tender does not meet the minimum requirement will be disqualified.
- 23.2 Normally, the Supplier with the highest score according to the above assessment criteria will be recommended for winning the tender.

## 24. Destruction of Suppliers' Tenders

Documents of unsuccessful Suppliers will be destroyed 12 months after the date the contract has been awarded and the agreement signed.

## 25. New Information Relevant to Qualified Status

Supplier should inform ITRC in writing immediately of any factor which might affect their qualified status as a supplier with ITRC. ITRC reserves the right to review their qualified status in light of any new information relevant to their qualification.



## **26. Statement of Compliance**

The hardware, software and facilities offered by the Supplier shall comply with all requirements stipulated in the Specification. Supplier shall provide a clause-by-clause statement of compliance. If any of the hardware, software and material does not conform to the said requirements, Supplier shall provide full details of its alternative offer to meet the said requirements. However, ITRC reserves the right to accept or reject any such offer.

## **27. Written Instruction Procedure**

Only those communications which are in writing from ITRC may be considered as duly authorised expressions on behalf of ITRC. Also only communications from Supplier which are in writing will be recognised by ITRC as duly authorised on behalf of the Supplier.

## **28. Alternative Tenders and Negotiation**

Alternative Tenders which improve the value of the offer may be submitted. ITRC reserves the right to negotiate with any Supplier about the term of the offers.

## **29. Award of Contract**

- 29.1 ITRC has the absolute rights to determine the contract award not necessarily based on the price or highest score attained. The award will be made to the Supplier who appears to ITRC to be fully capable of undertaking the contract and whose Tender is determined by ITRC, at its absolute discretion, to be the most advantageous to ITRC.
- 29.2 ITRC is not bound to consider an offer in the event of a claim being received by ITRC alleging or ITRC having grounds to believe that the hardware/software to be supplied by the Supplier under this Tender are infringing copyrights or have otherwise infringed the Intellectual Property Rights in the hardware and/or licence of software of a third party.

## **30. Cancellation of Tender**

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

## **31. Supplier's Performance Monitoring**

Supplier is advised that should it be awarded the contract, its subsequent performance will be monitored and may be taken into account when its future proposals are evaluated.

### **32. Personal Data Provided**

- 32.1 Supplier's personal data provided in the Tender will be used for Tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the Tender may not be considered.
- 32.2 Supplier has the right of access and correction with respect to personal data as provided for in Section 18 and 22 Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the Supplier's personal data provided in the Proposal.
- 32.3 Enquiries concerning the personal data collected by means of the Tender, including the making of access and corrections should be addressed to the Deputy General Manager issuing the Tender.

### **33. Consents to Disclosure**

ITRC shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract but except the followings including reference to the successful Supplier, the name and address of the successful Supplier, product description, brand name, model number and place of origin and the contract amount.

### **34. Tender information**

In order to enable the parties to understand the Tender requirements, all parties who wish to submit a bid in this Tender and require further details should contact Mr. LAU Cheung Tang, System Manager (Networks), before the Tender Closing date:-

Email: tenderidc2023@hkcss.org.hk

Tel. No.: 2922 9289

Fax No.: 2865 0823

ITRC will not be responsible in any case, either responding or not responding to the party raising the request, to revise the Tender Closing Date in this connection.