



李鄭屋官立小學

Li Cheng Uk Government Primary School

九龍深水埗東京街 43 號
43 Tonkin Street,
Sham Shui Po, Kowloon
電話 : 2386 8049
傳真 : 2708 9950

School Ref. No. : EDB LCUP/3-5/8/6 (8)

9th May, 2023

Dear Sirs/Madams,

**Invitation for Quotation for Provision of Technical Support Services (2023-2024) for
Li Cheng Uk Government Primary School**

This School is inviting quotations for the above services, particulars of which are provided below for your information:

Quotation Reference No. : EDB LCUP/3-5/8/6 (8)
Subject : Provision of Technical Support Services for
Li Cheng Uk Government Primary School

Quotation Closing Date and time : 4:00 p.m. on 30th May, 2023

Submission of Quotations:

Quotations should be submitted in duplicate and must be clearly marked with the Quotation Reference No., the subject of the quotation and the quotation closing date and time on the outside of the envelope (but should not bear any indication which may relate the quotation to the service provider), addressed to **The Chairman, Quotation Opening Team, EDB Li Cheng Uk Government Primary School**, sealed and deposited in the EDB Li Cheng Uk Government Primary School Quotation Box situated at **43 Tonkin Street, Sham Shui Po, Kowloon** before the quotation closing date and time specified. Late quotations will not be considered.

Interested service providers are requested to download the necessary documents directly from our school website: www.lcu.edu.hk. Should you have any enquiries, please contact Miss FUNG Suk-fan at 2386 8049.

Yours faithfully,



(Ms TANG Sui-fan)
Deputy Headmistress

School Ref. No. : EDB LCUP/3-5/8/6 (8)

ACKNOWLEDGEMENT

*We are pleased to acknowledge receiving your invitation to submit acquisition proposal dated _____ . For future inquiries please phone _____ at number _____ .

*We regret that we are unable to quote because _____

Signature : _____

Company Chop:

**Delete where inappropriate.*

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

EDUCATION BUREAU

Invitation for Quotation

Quotation Reference Number: EDB LCUP/3-5/8/6(8)

Provision of Technical Support Service for
Li Cheng Uk Government Primary School

PART I- INSTRUCTIONS TO SERVICE PROVIDERS

Quotation Documents

These quotation documents identified as EDB LCUP/3-5/8/6(8)

- Part I Instructions to Service Providers
- Part II Interpretation
- Part III Terms of Quotation
- Part IV Conditions of Contract
- Part V Schedule of Services
- Part VI Price Proposal
- Part VII Statement of Compliance
- Part VIII Offer to be Bound

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EDUCATION BUREAU

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(Quotation Reference Number: EDB LCUP/3-5/8/6(8))

Provision of Technical Support Service for
Li Cheng Uk Government Primary School

PART II – INTERPRETATION

1.1 In these quotation documents, the following words and expressions shall have the respective meanings ascribed to them unless the context otherwise requires:-

“Completion of the Services”	means completion by the Contractor of all the Services including the tasks and obligations in connection therewith to the satisfaction of the Government;
“Confidential Information”	means all the contents of the materials, data and information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Government, the Price Proposal of the Contractor and all the materials, data and information which may come to the Contractor’s knowledge in connection with, incidental to or in the course of carrying out of the Services, recommendations, advice or tests made, given or undertaken by the Contractor in connection with the performance of its obligations hereunder, any other information and data which the Government considers secret, confidential or commercially sensitive;
“Contract”	means the contract entered into between the School and the Contractor with regard to the provision of the Services, the terms and conditions of which are contained in these quotation documents;

“Contractor”	means the Service Provider whose quotation is accepted;
“Contract Period”	means the period of the Contract, and any extension thereof as described in clause 1 of the Conditions of Contract;
“Contract Price”	means the price proposed by the Contractor as accepted by the Government for the performance of the Services and payable in the manner as provided in clause 3 of the Conditions of Contract;
“day”	means calendar day;
“EDB”	means the Education Bureau;
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;
“School”	means Li Cheng Uk Government Primary School since LCUGPS is a government school, the School also refers to the Government;
“Government Representative”	means the Permanent Secretary for Education acting for and on behalf of the Government or any officer as he may from time to time authorize to exercise his rights and perform his duties under the Contract;
“HK Dollar”, “HK\$”	means the Hong Kong Dollar, the lawful currency of Hong Kong;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Intellectual Property Rights”	means patents, copyrights, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wherever arising) whether now known or hereafter created and in each case whether registered or unregistered and including applications for the grant of any such rights;
“month”	means calendar month;

“Services”	means all the works and services to be performed by the Contractor for the Government under the Contract and all the works and things to be executed, supplied or done by the Contractor and any other supplementary or related goods, materials, equipment and services to be provided by the Contractor under the Contract;
“Quotation Closing Date”	means the latest date and time by which quotations must be lodged;
“Service Provider”	means the company or firm submitting a quotation pursuant to these quotation documents;

- 1.2 Words importing the singular only shall include the plural and vice versa where the context requires.
- 1.3 Each gender includes the other and the neuter where the context requires.
- 1.4 Sections and clause headings to any provision in these quotation documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of these quotation documents.
- 1.5 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent amendment, order, regulation or instrument from time to time.
- 1.6 References to time and dates in these quotation documents shall be construed as Hong Kong time and dates.

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**PART III
TERMS OF QUOTATION**

1. Invitation to Quotation

Quotations are invited for the execution of the whole of the Services more particularly set out in Part V – Schedule of Services subject to and in accordance with the terms and conditions contained in these quotation documents.

2. Quotation Preparation

- 2.1 Service Provider shall quote the prices (in duplicate) for the Services in Part VI – Price Proposal. Quotations must be denominated in Hong Kong dollars. **Quotations submitted in other currencies will not be considered.**
- 2.2 The prices quoted shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Service Provider.
- 2.3 It will be assumed, unless Service Providers clearly stipulate otherwise, that their offers will remain valid for the duration of the Contract. Therefore no request for price variation will be considered.
- 2.4 Service Providers should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Government accept any request for price adjustment on ground that a mistake has been made in the quoted prices.
- 2.5 Service Provider must complete **Part VI – Price Proposal, Part VII –**

Statement of Compliance and Part VIII - Offer To be Bound and submit quotation (**in duplicate**) having attached thereto its Technical Proposal and all quotation documents with the items in the Price Proposal fully priced and all necessary information provided which is necessary for quotation evaluation. Each set of the quotation to be submitted should be signed by the duly authorized person(s) of the Service Provider, chopped and dated. Quotations may not be considered if complete information is not given with the quotation or if any particulars and data requested are not furnished in full. Failure to comply with these requirements may render the quotation invalid.

- 2.6 Part V - Schedule of Services must not be altered by the Service Provider. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Service Provider in ink.

3. Lodging of Quotation

- 3.1 The quotation and all accompanying documents must be completed in English or Chinese in ink or typescript in duplicate and enclosed in a **sealed plain envelope** marked **“Quotation Reference No. EDB LCUP/3-5/8/6(8) Quotation for Provision of Technical Support Service for Li Cheng Uk Government Primary School”**, addressed to **The Chairman, Quotation Opening Team, Li Cheng Uk Primary School, 43 Tonkin Road, Sham Shui Po, Kowloon before 4:00 p.m. on 30th May, 2023** (Hong Kong Time) (Quotation Closing Date). All quotations must be submitted before the Quotation Closing Date. **Late quotations will not be accepted.**
- 3.2 In case a rainstorm black warning or typhoon signal No.8 or above is valid for any duration between 0900 and 1700 hours on the Quotation Closing Date, the quotation closing time will be extended to 4:00 p.m. on the next weekday (i.e. except Saturday and Sunday) other than public holiday.
- 3.3 Quotations may not be considered if false, incorrect or incomplete information is given or if any information specifically required in these Terms of Quotation is not furnished in full or in the manner specified.

4. Presentation, Inspection and Interview

- 4.1 The School may if it thinks fit require Service Providers to make presentations of their proposals and the operational aspects of their business relevant to the provision of the Services such as the operation and management of the Service Provider's existing Technical Support Services. The presentation (one or more as may be required by the School) shall be made by the Service Providers within

seven (7) working days of the date of School's written notice requesting the presentation and at such venue as may be advised by the School.

- 4.2 The School may if it thinks fit require Service Providers to arrange interview of the personnel proposed to be responsible for the performance of the Technical Support Services. The Service Providers shall obtain from such personnel their written consents in favour of the School for School's access to their personal data for School's consideration and assessment of the Service Provider's quotation.
- 4.3 The interviews may be carried out on different dates and within three (3) working days of the date of School's written notice.
- 4.4 All costs and expenses incidental to the presentations and interviews shall be borne by the Service Provider.

5. Acceptance

Quotations will be considered on an **overall** basis. Partial quotations will not be considered. The successful Service Provider will receive a letter of acceptance which together with the Technical Proposal and Price Proposal submitted (if applicable, as negotiated and agreed between the School and the successful Service Provider), Schedule of Services, Terms of Quotation and Conditions of Contract shall constitute a binding contract. Service Providers who do not receive any notification within the validity period of their offer shall assume their quotations have not been accepted.

6. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The School reserves the right to negotiate with any Service Provider about the terms of the offer.

7. Consideration of Offers

The School is not bound to consider an offer in the event of a claim being received by the School alleging or the School having grounds to believe that the goods or product or materials to be supplied by the Service Provider under the Invitation for Quotation are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product or materials of a third party.

8. Quotation Validity Period

Quotations shall unless otherwise indicated by the Service Provider in Part VII – Statement of Compliance, remain open for not **less than ninety (90) days** after the Quotation Closing Date.

9. Schedule of Compliance

Service Providers shall complete **Part VII – Statement of Compliance**. Failure to complete and submit the Statement of Compliance may render the quotation invalid. Service Providers are requested to confirm in the Statement of Compliance that their offers submitted comply with the required specifications in every respect. If an offer does not conform to the required specifications, Service Provider shall provide full details of its alternative offer but the School reserves the right to reject or accept any such offer.

10. Documents of Unsuccessful Service Providers

Documents of unsuccessful Service Providers may be destroyed three months after the date of award of the Contract.

11. New Information Relevant to Qualified Status

Service Providers should inform the School in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Government, or as a qualified supplier for a particular service. The School reserves the right to review their qualified status in the light of any new information relevant to their qualification.

12. Service Providers' Commitment

All quotations, information and responses from the Service Provider must be submitted in writing. Service Providers should note that all information concerning the quotation submitted by the successful Service Provider may be incorporated into and made a part of the Contract between the School and such Service Provider. No information or other materials should be submitted that cannot be so incorporated into the Contract. The School reserves the right to disqualify any Service Provider who submits a quotation that directly or indirectly attempts to exclude or restrict the effect of this requirement.

13. Personal Data Provided

- 13.1 Personal data provided in connection with the quotation will be used for quotation evaluation and contract award purposes. If insufficient and inaccurate information is provided, the quotation may not be considered.

- 13.2 Personal data provided in the quotation may be disclosed to the parties responsible for quotation evaluation in other government departments and non-government organizations.
- 13.3 Service Providers have the right of access and correction with respect to personal data as provided for in Sections 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 personal data provided in connection with the quotation.
- 13.4 Enquiries concerning the personal data collected by means of the quotation, including the making of access and corrections, should be addressed to Ms TANG-Sui fan, Deputy Headmistress of the school.

14. Service Providers' Enquiries

- 14.1 Any enquiries from the Service Provider concerning these quotation documents up to the date of lodging its quotation with the School shall be in writing and shall be submitted to:

Ms FUNG Suk-fan,
IT Coordinator,
Li Cheng Uk Government Primary School,
43 Tonkin Road,
Sham Shui Po
Kowloon

- 14.2 After lodging a quotation with the School, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the School on its quotation or these quotation documents. The School shall have the sole right to initiate any such further contact and all such contacts and any replies of the Service Provider thereto shall be in writing or formally documented in writing.

15. Quotation Information

- 15.1 The Service Provider shall be deemed, so far as is practicable, to be thoroughly conversant with all aspects of the Contract including the nature and quality of the Services and in general to have obtained all necessary information of any circumstances which may influence or affect its performance of the quotation and/or the Services.
- 15.2 The Service Provider shall not assume that the facts stated in the Contract or any other information supplied to the Service Provider by or on behalf of the School state exhaustively or comprehensively all the facts and information required by the Service Provider for the making of its quotation or for the performance of

the Contract.

- 15.3 No neglect or failure on the part of the Service Provider to obtain any information affecting the provision of the Services shall relieve the Service Provider, if it is selected to be the Contractor, from any of the risks or liabilities under the Contract nor shall the Contractor be entitled to any additional payment, compensation or allowance nor be excused from any liability under this Contract as a consequence of any act or omission of the Contractor or any misinterpretation by the Contractor of any matter or fact relating to the quotation documents or the Contract.
- 15.4 The Service Provider shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of its quotation for the Services, which shall, except in so far as is otherwise provided in the Contract, include all its obligations under the Contract and all matters and things necessary for the proper completion and performance of the Services.

16. Contractors' Performance Monitoring

Service Providers are advised that should they be awarded the Contract their subsequent performance will be monitored and may be taken into account in the evaluation of their future tenders or quotations.

17. Cancellation of Invitation for Quotation

Without prejudice to the School's right to cancel the Invitation for Quotation with or without cause at any time prior to the award of the Contract, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the School is not bound to accept any conforming quotation and reserves the right to cancel the Invitation for Quotation.

18. Quotation Costs

The School will not under any circumstances be liable to any Service Providers for any costs, expense, loss or damage whatsoever incurred or suffered by the Service Providers as a result of the cancellation of the Invitation for Quotation or the Service Providers unsuccessful bid for the Contract.

19. Saving

The School is not bound to accept the lowest or any quotation and reserves the right to accept all or any part of any quotation at any time within the quotation validity period.

20. Warranty against Collusion

- (a) By submitting a Quotation, a Service Provider is regarded to have represented and warranted to the School that in relation to the Invitation to Quotation:
 - (i) save with the prior written consent of the School, it has not communicated and will not communicate to any person other than the School the amount of any price submitted in its Quotation;
 - (ii) it has not fixed and will not fix the amount of any price submitted in its Quotation by arrangement with any person;
 - (iii) 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 Quotation; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the quotation process.
- (b) In the event that a Service Provider is in breach of any of the representations and/or warranties in Clause 20(a), the School shall be entitled to, without compensation to any person or liability on the part of the School:
 - (i) reject the Service Provider's Quotation;
 - (ii) if the School has accepted the Quotation, withdraw its acceptance of the Quotation; and
 - (iii) if the School has entered into the Contract with the Service Provider, terminate the Contract.
- (c) By submitting a Quotation, a Service Provider is regarded to have undertaken to indemnify and keep indemnified the School 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 20(a).
- (d) A breach by a Service Provider of any of the representations and/or warranties in Clause 20(a) may prejudice its future standing as a Government contractor or service provider.
- (e) Clause 20(a) shall have no application to a Service Provider's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its

Quotation, or with its professional advisers, or consultants to solicit their assistance in preparation of its Quotation.

- (f) The rights of the School under Clauses 20(b) to 20(d) are in addition to and without prejudice to any other rights or remedies available to it against the Service Provider.

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EDUCATION BUREAU**

**Invitation for Quotation
Quotation Reference Number: EDB LCUP/3-5/8/6(8)**

Provision of Technical Support Service for
Li Cheng Uk Government Primary School

PART IV

CONDITIONS OF CONTRACT

1. Contract Period

The duration of the Contract shall be for the period from **1st September 2023 to 31st August 2024** until the completion by the Contractor of all its contractual obligations under the Contract.

2. School's Instructions

The School Representative will monitor the progress of the Services and may from time to time issue to the Contractor such instructions or directions in writing relating to the Services to be followed and complied with by the Contractor at no extra cost to the School.

3. Terms of Payment

- (a) In consideration of the Contractor's performance of the Services in accordance with the terms and conditions of the Contract and subject to clause 9 hereof, the School shall pay to the Contractor the Contract Price.
- (b) For the avoidance of doubt, no fee, cost, charge, surcharge or disbursement whatsoever in addition to the Contract Price shall be charged by the Contractor or payable by the School in respect of the Services without the prior written agreement of the School.
- (c) All payments relating to this Contract shall be made in Hong Kong

Dollars. The Contractor shall invoice the School monthly in respect of the Services completed. The invoice shall state the quotation reference number, particulars of the Services completed, rates and the monthly amount payable.

- (d) All correspondence concerning payments shall be forwarded to Ms FUNG Suk-fan, IT Coordinator, Li Cheng Uk Government Primary School. The School shall not be held responsible for any delay in payment if invoices and correspondence are not properly addressed.
- (e) Subject to the performance of the Services to the satisfaction of the School, such invoices will be paid within thirty (30) working days of the date after they are acknowledged by the Government Representative by the Treasury.

4. Total Services and Variation

- (a) The Services to be performed under the Contract shall be as laid down in the Schedule of Services and Conditions of Contract and shall be carried out to the satisfaction of the Government Representative.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Schedule of Services and Conditions of Contract except as directed in writing by the Government Representative; but the Government Representative may, subject to the provision hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, 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 Schedule of Services and Conditions of Contract.
- (c) 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 Proposal so far as the same may be applicable and where rates are not contained in the Price Proposal, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

5. Assignment and Sub-contracting

- (a) The Contractor shall not enter into any sub-contract with any person for the performance of any part of the Contract. Any employees shall be under direct employment of the contractor. The contractor shall make sure the staff working in our School should have no Sexual Conviction Record.
- (b) The School can terminate the contract without any compensation if the contractor sub-contract with any person for the performance of any part of the Contract.

6. Inspection and Rejection

- (a) The Services performed shall be subject to inspection and certification by the Government Representative who may withhold payments unless the Services have been performed in accordance with the terms and conditions of the Contract and to the satisfaction of the School. 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 Part V - Schedule of Services, the School shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price or any instalment thereof until the deficiencies or defects have been rectified by the Contractor.
- (b) In the event that the Contractor or any of the Services shall fail to comply with any of the requirements of this 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, the School 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 reasonable time as may be stipulated by the School in the notice.

7. Government Premises/The Contractor's Premises

- (a) The Contractor shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- (b) Where the Services are carried out on the premises of the Contractor such premises shall be open to inspection by the Government Representative at all reasonable times.
- (c) The safety of any craft, vessel and vehicle used by the Contractor and

brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the School in respect of any loss or damage to such Government premises, piers or wharves.

8. Illegal Staff

- (a) The Contractor undertakes to the School that he shall not employ any person who is not lawfully employable under the Immigration Ordinance or under the provisions of any enactment for the time being in force or under any other law enforceable in Hong Kong in the execution of any Government contracts. Should the Contractor be found to have employed illegal staff in breach of this undertaking, the School may by notice in writing terminate the Contract and the Contractor is not entitled to claim any compensation.
- (b) The Contractor shall be liable for all the costs and expenses reasonably incurred by the School as a result of the terminate on of the Contract under clause 8(a).

9. Suspension or Termination of Contract

- (a) The School may at any time suspend or terminate the Contract by giving the Contractor thirty days' prior written notice.
- (b) Without prejudice to its accrued rights and actions against the Contractor, the School may terminate the Contract forthwith upon giving written notice to the Contractor if:
 - (i) the Contractor commits a breach of any provision of the Contract which:
 - (A) in the case of a breach of a term capable of being remedied, shall not have been remedied by the Contractor within the time stipulated by the School; or
 - (B) is fundamental to the Contract;
 - (i) the Contractor shall pass a resolution or the court shall make an order for its liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Contractor is a partnership, shall have been dissolved or be put into receivership or have a bankruptcy order made against it or shall make an arrangement with or assignment in favour of its creditors;

- (ii) a receiver has been appointed over any of the Contractor's assets or a distress or execution shall be levied or enforced upon any of the Contractor's chattels, properties or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
 - (iii) the Contractor shall stop payment to creditors generally or shall be unable to pay its respective debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction).
- (c) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
 - the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - the Government reasonably apprehends that any of the events mentioned above is about to occur.

10. Consequence of Suspension and Termination

- (a) In the event of suspension or early termination of the Contract for whatever reason, including pursuant to clause 9(a) above, the School shall not be required to pay the Contractor any further payments referred to in clause 3. If any payment has been made in advance by the School to the Contractor covering in whole or in part a period after the effective date of suspension or early termination, the Contractor shall repay the School within seven (7) working days of the effective date of suspension or early termination the whole or the pro-rata amount of the payments (as applicable) paid by the School in advance. If the said advance payment is not repaid within the period specified, interest at the prevailing prime rate in Hong Kong Dollars of The Hongkong and Shanghai Banking Corporation Limited shall accrue thereon and shall be payable by the Contractor to the School.
- (b) Without prejudice to any rights and remedies which the School has or may have against the Contractor (including such rights of action as shall have

accrued to the School prior to the termination), if the Contract is terminated by the School:

- (i) the Contractor shall be liable for any amount in excess of the overall cost of the Contract incurred by the School in awarding, assigning and/or engaging another contractor to complete the uncompleted Services;
 - (ii) the Contractor shall further be liable to the School for any legal, professional or other costs and expenses reasonably incurred for or in pursuance of any provisions hereof;
 - (iii) all rights and obligations of the parties under the Contract shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
 - (iv) no compensation whatsoever shall be payable by the School to the Contractor as a result of suspension or early termination of the Contract. The School shall not be responsible for any loss or expenses suffered or incurred by the Contractor due to suspension or early termination of the Contract;
 - (v) the School shall cease to have any further obligation under the Contract upon its termination, including without limitation the obligation to make further payments; and
 - (vi) clauses 10(b)(i) and (ii) shall not apply if the termination of the Contract is under clause 9(a).
- (c) The Contractor shall within fourteen (14) days of the date of suspension or termination of the Contract (as the case may be) compile and submit to the School a report of all relevant information, facts, data, findings and conclusions obtained or reached up to the effective date of suspension or termination.

11. Set-off

Where the Contractor has incurred any liability to the School, whether at law or in equity and whether such liability is liquidated or unliquidated, the School may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the School to the Contractor under the Contract or any other contracts.

12. Warranty

The Contractor further warrants and undertakes to the School that:

- (a) the Services shall be performed and completed in an impartial, timely and diligent manner and that the Contractor and the personnel engaged by the Contractor to perform the Services shall have the necessary skills and experience to provide the Services and shall use such skills and exercise such care and diligence in the performance of the Services and the discharge of all of their duties and obligations under the Contract as may be expected from persons who are experts in providing services of a kind similar to the Services;
- (b) the Contractor and their respective personnel shall devote such of its time, attention and skills as may be necessary for the proper performance of its obligations under the Contract;
- (c) the Contractor shall comply with the reasonable requests of the School and shall use its best endeavours to promote the interests of the School;
- (d) the materials used by the Contractor in performance of the Services will not subject the School or the Contractor to any claim for infringement of any proprietary rights or intellectual property rights of any third party; and
- (e) the Services will be provided in accordance with the Government Representative's instructions, and up to the standards observed in the industry or in similar services.

13. Exclusion of Liability of School

The School and its employees or agents shall not 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 howsoever caused (whether by any negligence of the School or any of its employees or agents or otherwise); or
- (b) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the negligence of the School or any of its employees or agents.

14. Indemnity

The Contractor shall indemnify and keep indemnified the School against (a) any and all claims (whether or not successful, compromised or settled), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against the School; and (b) all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and

expenses which the School may pay or incur in disputing any such claim or defending any such action or proceedings instituted against the School), and which in any case arise directly or indirectly in connection with or out of, or which relate in any way to:

- (i) the performance or breach of any provisions of the Contract by the Contractor;
- (ii) the negligence, recklessness, tortious acts or wilful misconduct of the Contractor, its employees or agents in the provision of the Services;
- (iii) any default, unauthorised act or omission of the Contractor, its employees, agents; or
- (iv) the non-compliance by the Contractor, its employees or agents with any applicable law, regulation, order or requirement of any government agency or authority in the provision of the Services.

15. Insurance

- (a) The Contractor shall effect and maintain throughout the Contract Period a policy or policies 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 insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies shall be authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong).
- (b) Without prejudice to Clause (a) above, 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.
- (c) The Contractor shall submit to the Government Representative upon award of the Contract copies of the said policy of insurance together with the receipt for payment of the current premium. Thereafter, the Contractor shall provide the Government with copies of the premium receipts of the policy of insurance within 30 days after the due date for payment of premium.

- (d) The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.
- (e) If the Contractor fails to give effect to or maintain any insurance required under the Contract, the Government 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.
- (f) 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.
- (g) The Contractor shall with all due diligence conform to all conditions of the insurance policies effected under the Contract and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents and the Contractor shall bear the consequences of any failure to do so. The Contractor shall bear the cost of all excesses (deductibles), exclusions or limitations applying under the said policies.
- (h) The Contractor shall cause all sums received by virtue of the insurances taken out by the Contractor under the Contract to be paid to the Government, who shall apply the same towards the discharge of any liability, settlement of any action or claims and/or reinstatement of any property damaged. The Contractor shall make up any deficiency in the amount required for discharging such liability, settling such action or claim and/or reinstatement if any.

16. Corrupt Gifts

- (a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Cap. 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government or School contracts, the School Representative may, on behalf of the School, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the

School as a result or the termination of the Contract.

17. Consent to Disclose

The School shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) without any further reference to the successful Service Provider any information on the Contract awarded including without limitation, the name and address of the successful Service Provider, description of the Services and the Contract Price.

18. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the Services supplied or other work done in connection with the Contract wherein the School's name is mentioned or the language used from which a connection with the School can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity materials without the prior written consent of the Government Representative.

19. Severability

If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

20. Relationship of the Parties

The Contractor enters into the Contract with the School as an independent contractor only and shall not represent itself as an employee, servant, agent or partner of the School.

21. Variation

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made in writing and duly signed by both parties.

22. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

23. Vicarious Liability

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

24. Confidentiality and Intellectual Property Rights

- (a) The Contractor undertakes to the School that during the continuance in force of the Contract and at any time thereafter, save and except in accordance hereof, the Contractor shall:
 - (i) maintain in strict confidence the Confidential Information and shall not disclose to any person any of the Confidential Information without the prior written consent of the School; and
 - (ii) use or reproduce any of the Confidential Information only for the sole purpose of performing the Services and shall not use or reproduce or allow to be used or reproduced, directly or indirectly, any of the Confidential Information for any other purposes without the prior written consent of the School.
- (b) The non-disclosure obligations in this clause shall not apply to:
 - (i) the disclosure of Confidential Information which is or has become public knowledge through no breach hereof; or
 - (ii) the disclosure of which is compelled by any law or order of a court of competent jurisdiction.
- (c) All the materials and any and all intellectual property rights therein are the sole and exclusive property of the School.

25. Withholding Tax

Where the Contractor is a non-resident, the School shall withhold a percentage equivalent to the prevailing Hong Kong profits tax applicable to unincorporated and incorporated business/profession, as may be applicable to the Contractor, of any payments payable to the Contractor by way of lump sum, instalments or discounted payments (exclusive of any reimbursement of expenses, if any) in

respect of the Services provided in Hong Kong by the non-resident Contractor for the settlement of such profits tax chargeable on the payments. Any balance of the sum withheld will be returned to the Contractor without interest within a reasonable time upon final determination and settlement of such tax liabilities.

26. Entirety of Contract

The Contract and the documents referred to herein shall constitute the entire agreement concerning the subject matter hereof and shall supersede any and all prior representations, warranties and undertakings in respect of the subject matter herein.

27. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the jurisdiction of the Hong Kong courts.

28. 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).

**THE GOVERNMENT OF
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EDUCATION BUREAU

Invitation for Quotation

Quotation Reference Number: EDB LCUP/3-5/8/6(8)

Provision of Technical Support Service for
Li Cheng Uk Government Primary School

PART V - SCHEDULE OF SERVICES

1. INTRODUCTION

This guideline serves to provide information for tender about the requirements and specifications of providing technical support services (TSS) to LI CHENG UK GOVERNMENT PRIMARY SCHOOL from **1 September 2023 to 31 August 2024**.

2. OBJECTIVES

The objectives of providing the Technical Support Services to schools are:-

- a) As a single point of contact in the Site, liaising with various parties on the operation support of all IT facilities;
- b) to offload school on the day-to-day administration, operation and management of the computer facilities; and
- c) to support school in setting up /or configuring hardware and software and multi-media production for specific purposes.

3. BASIC REQUIREMENT OF THE CONTRACTOR ON TECHNICAL SUPPORT SERVICES

- **Provide one full-time on-site technical support officer for the School within school hours.**
- **Arrange a substitute when the on-site technical support officer is sick or on leave.**
- **The technical support officer provided by the tenderer should be a full-time employee of the tenderer under direct employment. Tender will not be considered if technical support officer is sub-contracted to other service providers or companies within contract period.**

- **The Contractor should be included in the EDB supplier list in order to ensure that the technical support services provided to the school is qualified.**
- **Service providers should submit the documentary proof on the qualification and experience of the personnel (TSS) to the school within thirty (30) days of the date of the school's written notice prior the confirmation of the contract.**

Qualifications of Technical Support Officer

The minimum qualifications of the Technical Support Officer are listed below:

- i. **Completion of Degree in Information Technology, Computer Engineering or Networking, Multi-media Production or related subjects;**
- ii. **At least 1-year work experience in a job as TSS in Hong Kong education sector;**
- iii. Knowledge of network operating systems, network equipment, networking software and other hardware and software;
- iv. Knowledge of multi-media production and broadcasting
- v. Knowledge of communication protocols, e.g. TCP/IP;
- vi. Experience in supporting and managing web servers;
- vii. Capable of setting guidelines and procedures for the daily operations of installed WAN/LAN; and
- viii. Good command of written and spoken English and Chinese, fluent in spoken Cantonese.

4. SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 Customized Free Ad-on Services

The Contractor should provide the following free add-on services to school including in the technical support package.

a. Server Application Monitoring

- Monitor the operational status of servers and applications;

b. Network Health Check and Consultation

The Contractor should provide a network check once per year and will provide network analysis and related data collection. The analysis will be reported by your officers / engineers.

- School network diagram;
- Switches port activity and utilization;
- Server information & performance;
- Anti-virus information;
- Suggestion Summary.

4.2 On-site Support of Technical Support Officer

Working Schedule:

- **Basic Servicing Hours: 44 hours per week**
- **Emergency Support Hours: at least 40 hours per year**

4.3 The responsibilities of the Technical Support Officer shall at least include the following:

- i. As a single point of contact in the Site, liaising with various parties on the operation support of all IT facilities;
- ii. Providing remedial support for resolving all problems and support issues arising from the usage of the computer facilities;
- iii. Carrying out operational support tasks on day-to-day administration, operation and management of the computer facilities;
- iv. Performing the assigned tasks in setting up and/or configuring the computer facilities for specific purposes including assisting users in accepting the newly acquired hardware, software and/or the implementation service;
- v. Compiling the reports when required by the Site including the inventory report for the Software Asset Management;
- vi. Maintain WebSAMS day-to-day operation; and
- vii. Providing technical support to general matters relating the operation of the IT facilities in the Site including the general usage of installed hardware and software.

4.4 Technical Support Officer shall NOT commit any of the following acts in the School: -

- behave in a manner likely to endanger himself/herself or any other person;
- cause willful damages to any property;
- consume alcoholic beverage;
- enter any area of the school other than those necessary for the services;
- gamble, steal or commit any criminal offence;
- smoking; and
- use foul languages

4.5 Mode of Supplementary Support

The Contractor should provide:

1. Telephone Hotline

The Contractor should provide the dedicated telephone hotline as a single point of contact to school for all support and administration issues related to the TSS.

2. Email Enquiries and Support

The Contractor should provide the dedicated email address to school for all support and administration issues related to the TSS.

3. Network Security Support

The Contractor should provide installation and configuration services of firewall, intrusion detection and proxy services in order to protect school network. The Contractor should also provide daily update services for intrusion detection patterns and websites filtering services, as well as provide network-monitoring services on network security.

4.6 Type of Services

The Contractor should provide: -

a) Remedial Support Services

b) Operational Support Services

c) Task-based Support Services

Remedial Support Services

- Recovery from network, server or workstation failure with minimum data loss
- Resolve issues arising from the usage of the computer network and facilities

Operational Support Services

- Monitoring of the overall operations of the network and security
- Operation and management of the computer facilities and server

Task-based Support Services

- Hardware and software installation, customizations and configurations
- Technical support staff should complete all the assigned tasks on schedule

Remedial Support

Items	Minimum Service Level
Elapsed time to provide solution to resume normal operations from critical system/network failure or major system/network failure	no more than 4 hours
Elapsed time to provide solution to resume normal operations from general system/network failure	no more than 10 hours

Operational Support

Items		Minimum Service Level
LAN	Number of outage in a month	no more than 4 times
	Notice in advance for scheduled outage	at least 7 days before outage
Each individual equipment	Number of outage per each equipment in a month	no more than 4 times
Backup & Recovery	Number of unsuccessful backup in a month, redo of unsuccessful backup	no more than 1 time within 1 day
	Successful rate of backup and recovery reliability tests	99.9%
Others	Arrival time for emergency	Less than 4 hours

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PART VI - PRICE PROPOSAL

(All figures in Hong Kong Dollars)

(This Part 6 shall be submitted together with the Quotation before the Quotation Closing Time. Otherwise, a Service Provider's Quotation will not be considered further). The Contract Price shall be inclusive of all fees, costs, charges and disbursements incurred by the Contractor in the performance of the Services.)

(1) Item No.	(2) Description / Specification	(3) Quantity required	(4) Unit Rate (HK\$) per month	(5) (HK\$)Total Amount)
1	Onsite Technical Support Services (Please refer to Part IV and Part V)	(from 1 st September, 2023 to 31 st August, 2024)	HK\$	HK\$

Name of Service Provider : _____

Signature of Authorized Person : _____

Name of Authorized Person : _____

Post : _____

Date : _____

Telephone No. : _____

Company Chop

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PART VII – STATEMENT OF COMPLIANCE

(This Part 7 shall be submitted together with the Quotation before the Quotation Closing Time. Otherwise, a Service Provider's Quotation will not be considered further.)

1. Our/My offer remain valid for a period of **90** days after the Quotation Closing Date.
2. Compliance with specifications and requirements (* Please put a '✓' where applicable)

☐ (a) I/We confirm that the Services proposed by me/us in my/our Quotation proposal **do** comply fully with the requirements in every respect as stipulated in Part 3 "Terms of Quotation", Part 4 "Conditions of Contract" and Part 5 "Schedule of Services" of the Quotation Documents.

☐ (b) I/We confirm that the Services proposed by me/us in my/our Quotation **do NOT** comply fully with the requirements in every respect as stipulated in Part 3 "Terms of Quotation", Part 4 "Conditions of Contract" and Part 5 "Schedule of Services" of the Quotation Documents.

Name of
Service
Provider: _____

Company Chop: _____

Signature of
Authorized Person: _____

Telephone No.: _____

Name of Authorized
Person: _____

Date: _____

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PART VIII

OFFER TO BE BOUND

(This Part 8 shall be submitted together with the Quotation before the Quotation Closing Time. Otherwise, a Service Provider's Quotation will not be considered further.)

1. Having read the Quotation Documents, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to carry out the whole of the Services which may during the Contract Period be required by the Government to be carried out at the price quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the terms and conditions of the Quotation Documents.
3. I/We also certify that the particulars given by me/us below, are correct:
 - a. The number of my/our/the Company's Business Registration Certificate
is
 - b. The date of expiry of my/our/the Company's Business Registration Certificate
is
.....
 - c. I am/We are/The Company is covered by an Employees' Compensation Insurance Policy, the particulars of which are as follows:-
Policy No.
Name of Insurance Company
Period covered by the Policy is from
to
4. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).
— or —
5. The name of the Company/Firm is
.....

The registered office of the Company is situated at Hong Kong.

— or —

The names and residential addresses of the partners of the firm are as follows:-

.....
.....
.....

Signature(s):

.....
.....

Dated this day of 2023

- Remarks:* (i) All the particulars required above must be provided.
- (ii) Strike out clearly alternatives which are not applicable.
- (iii) A Service Provider must have legal capacity to enter into contract with the Government in its own name.