

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

**Invitation for Quotation  
(Quotation Reference Number: EDB LCUP/3-5/8/13(2))**

**Provision of Wi-Fi Network Service for  
Li Cheng Uk Government Primary School  
2023-2026**

**PART I- INSTRUCTIONS TO SERVICE PROVIDERS**

**Quotation Documents**

These quotation documents identified as EDB LCUP/3-5/8/13 (2) consist of TWO sets of the following documents:

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

Annex I – School Floor Plan

Annex II – User Acceptance Test for Wi-Fi  
infrastructure

Annex III – System Test

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**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 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 Government 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;   |

|                                |  |
|--------------------------------|--|
| “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 authorise 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**

Service Provider shall submit with its quotation a Technical Proposal which should comprise of:

- (a) manpower plan – giving the particulars of the personnel responsible (e.g. network manager), their experience and qualifications;
- (b) the experience of the Contractor in provision of Wi-Fi network building services and services similar to the Services required under this Invitation for Quotation and to give details of the contracts and tasks undertaken in the past 3 years.

- 2.1 Service Provider shall quote the prices (**in duplicate**) for the Services in Part VI – Price Proposal and must quote the price breakdown for each item. 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 initialled 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/3-5/8/13(2): Quotation for Wi-Fi Network Service for Li Cheng Uk Government Primary School**”, addressed to **the Chairman of Quotation Opening Team** and must be deposited in the Quotation Box situated at **the General Office of Li Cheng Uk Government Primary School, 43 Tonkin Street, Sham Shui Po, Kowloon, Hong Kong** before **4:00 p.m. on 31 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 7:00 a.m. and 4:00 p.m. 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 Government 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 proposed manner of delivery of the Services, the operation and management of the Service Provider's existing Wi-Fi Network Services (or that of its permitted subcontractor(s)). The presentation (one or more as may be required by the Government) shall be made by the Service Provider within ten (10) working days of the date of Government's written notice requesting the presentation and at such venue as may be advised by the Government.

- 4.2 The Government may if it thinks fit require Service Providers to make available for Government's inspection the facilities, hardware, relevant tools and equipment of the Service Providers proposed for the performance of the Services. The Service Providers shall grant and/or procure the grant of the necessary access rights and licences to the Government for the purpose of the inspection and shall assist the Government where necessary.

- 4.3 The Government may if it thinks fit require Service Providers to arrange interviews of the personnel proposed to be responsible for the performance of the Services. The Service Providers shall obtain from such personnel their written consents in favour of the Government for Government's access to their personal data for Government's consideration and assessment of the Service Provider's quotation.

- 4.4 The inspections and interviews may be carried out on different dates and within three (3) working days of the date of Government's written notice requesting the same.
- 4.5 All costs and expenses incidental to the presentations, inspections (save for the Government's own travelling expenses) 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 Government 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 Government reserves the right to negotiate with any Service Provider about the terms of the offer.

## **7. Consideration of Offers**

The Government is not bound to consider an offer in the event of a claim being received by the Government alleging or the Government 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 Government 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 Government 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 Government 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 Government and such Service Provider. No information or other materials should be submitted that cannot be so incorporated into the Contract. The Government 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 issuing the Invitation for Quotation.

## **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 Government shall be in writing and shall be submitted to:

Ms. Fung Suk-fan,  
IT Coordinator  
Li Cheng Uk Government Primary School  
43 Tonkin Street,  
Sham Shui Po,  
Kowloon, Hong Kong  
Facsimile: 2361 4021  
Email: lcugps@edb.gov.hk

- 14.2 After lodging a quotation with the Government, the Service Provider shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its quotation or these quotation documents. The Government 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 Government 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 Government'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 Government is not bound to accept any conforming quotation and reserves the right to cancel the Invitation for Quotation.

## **18. Quotation Costs**

The Government 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 Government 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 Government that in relation to the Invitation to Quotation:
- (i) save with the prior written consent of the Government, it has not communicated and will not communicate to any person other than the Government 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 19(a), the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
  - (i) reject the Service Provider's Quotation;
  - (ii) if the Government has accepted the Quotation, withdraw its acceptance of the Quotation; and
  - (iii) if the Government 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 Government 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 19(a).
- (d) A breach by a Service Provider of any of the representations and/or warranties in Clause 19(a) may prejudice its future standing as a Government contractor or service provider.
- (e) Clause 19(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, consultants or sub-contractors to solicit their assistance in preparation of its Quotation.
- (f) The rights of the Government under Clauses 19(b) to 19(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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**PART IV-CONDITIONS OF CONTRACT**

**1. Contract Period**

The duration of the Contract shall be for the period of three years with the start date in early September (1/9/2023 to 5/9/2023) from the date of acceptance until the completion by the Contractor of all its contractual obligations under the Contract.

**2. Government's Instructions**

The Government 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 Government.

**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, the Government shall pay to the Contractor in a monthly basis after the due performance by the Contractor of all the Services set out in Part V - Schedule of Services to the satisfaction of the Government.
- (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 Government in respect of the Services (whether in respect of sub-contracting or otherwise) without the prior written agreement of the Government.
- (c) All payments relating to this Contract shall be made in Hong Kong Dollars. The Contractor shall invoice the Government in respect of the Services completed. The invoice shall state the quotation reference number, particulars of the Services completed, rate and the amount payable. Monthly payment will be settled by Government Purchasing card.
- (d) All correspondence concerning payments shall be forwarded to **Ms Fung Suk-fan, the IT Coordinator, Li Cheng Uk Government Primary School at 43 Tonkin Street, Sham Shui Po, Kowloon, Hong Kong** or otherwise advised by the Government. The Government 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 Government, such invoices will be paid within thirty (30) working days of the date after they are acknowledged by the Government Representative.

#### **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 sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof or any rights and obligations hereunder without the prior written consent of the Government.
- (b) The Contractor shall not, without the prior written consent of the Government, enter into any sub-contract with any person for the performance of any part of the Contract. The Contractor shall submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- (c) The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

#### **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 Government. 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 Government 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, its sub-contractors 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 Government 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 Government in the notice.

## **7. Government Premises/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 or his sub-contractor such premises shall be open to inspection by the Government Representative at all reasonable times.

## **8. Illegal Staff**

- (a) The Contractor undertakes to the Government that he and his sub-contractor 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 or his sub-contractor be found to have employed illegal staff in breach of this undertaking, the Government 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 Government as a result of the termination of the Contract under clause 8(a).

## **9. Suspension or Termination of Contract**

- (a) The Government may at any time suspend or terminate the Contract by giving the Contractor seven (7) days' prior written notice.
- (b) Without prejudice to its accrued rights and actions against the Contractor, the Government 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 Government; or
    - (B) is fundamental to the Contract;
  - (ii) 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;
- (iii) 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
  - (iv) 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) Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Service Provider on the grounds that the Service Provider has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.
- (d) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- (i) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
  - (ii) if the Contractor is an incorporated body, a shareholders' or members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);
  - (iii) a petition is presented for the winding-up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
  - (iv) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy or winding up or dissolution;
  - (v) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
  - (vi) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - (vii) the Contractor or any sub-contractor engaged by the Contractor to perform this Contract:
    - is convicted of any of the Relevant Offences arising from this Contract;

- (viii) 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;
- (ix) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
- (x) 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 Government 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 Government 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 Government 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 Government 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 Government.
- (b) Without prejudice to any rights and remedies which the Government has or may have against the Contractor (including such rights of action as shall have accrued to the Government prior to the termination), if the Contract is terminated by the Government:
  - (i) the Contractor shall be liable for any amount in excess of the overall cost of the Contract incurred by the Government in awarding, assigning and/or engaging another contractor to complete the uncompleted Services;
  - (ii) the Contractor shall further be liable to the Government 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 Government to the Contractor as a result of suspension or early termination of the Contract. The Government 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 Government 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 Government 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 Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the Government 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 Government to the Contractor under the Contract or any other contracts.

#### **12. Warranty**

The Contractor further warrants and undertakes to the Government 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 its permitted sub-contractors 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 Government and shall use its best endeavours to promote the interests of the Government;
- (d) the materials used by the Contractor in performance of the Services will not subject the Government 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 Government**

The Government 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 Government 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 Government or any of its employees or agents.

#### **14. Indemnity**

The Contractor shall indemnify and keep indemnified the Government 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 Government; and (b) all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses which the Government may pay or incur in disputing any such claim or defending any such action or proceedings instituted against the Government), 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, agents or permitted sub-contractors in the provision of the Services;
- (iii) any default, unauthorised act or omission of the Contractor, its employees, agents or permitted sub-contractors; or
- (iv) the non-compliance by the Contractor, its employees, agents or sub-contractors with any applicable law, regulation, order or requirement of any government agency or authority in the provision of the Services.

## 15. Policy of Insurance and Compensation

- (a) The Contractor shall acquire and maintain throughout the Contract Period solely at its own costs the following insurance policies with a reputable insurance company acceptable to the Government and authorized under the Insurance Companies Ordinance (Cap. 41). The terms and conditions of the insurance policies shall be subject to the approval of the Government. Where the insured amount is not specified below, it shall not be less than the minimum amount required under the applicable law.
  - (i) Employer's liability and workers compensation insurance as required by the Employees' Compensation Ordinance (Cap. 282) in respect of Contractor's employees (including employees of its agents and sub-contractors) engaged in the performance of and in connection with the Contract; and
  - (ii) Public liability insurance against any and all damages, losses, liabilities, claims, demands, proceedings, costs and expenses whatsoever in respect of any personal injury to or the death of any person whatsoever and in respect of any loss, destruction, injury and damage whatsoever to any property, real or personal, arising out of or in connection with the Contract of an insured amount of not less than Hong Kong Dollars **Ten Million (HK\$10,000,000.00)** for any one occurrence with unlimited number of claims throughout the Contract Period with the Government named as "Co-insured".
- (b) The Contractor shall submit to the Government forthwith upon Government's request for Government's examination and approval and safe-keeping a counterpart original of the public liability insurance policy and the renewals thereof together with the original premium receipts.
- (c) If the Contractor shall fail to effect and keep in force the insurance policies referred to above, the Government may effect and keep in force any such insurance policies and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amounts so paid by the Government as aforesaid from any moneys due or which may become due from the Government to the Contractor or recover the same as a debt due from the Contractor.
- (d) If deductibles are provided in the public liability insurance policy which are to be borne by the insured thereunder, the Contractor shall be solely responsible for payment of the amount of the deductibles and shall reimburse the Government such sum if the Government shall be required to make such payment.



- (e) 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.
- (f) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of performing or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within twenty-four (24) hours give notice in writing of such injury or death to the Government Representative.

#### **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 contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The successful Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.
- (c) The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

#### **17. Consent to Disclose**

The Government 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 Government's name is mentioned or the language used from which a connection with the Government 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 Government as an independent contractor only and shall not represent itself as an employee, servant, agent or partner of the Government.

**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 sub-contractors, 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 Government 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 Government; 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 Government.
- (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.

**25. Withholding Tax**

Where the Contractor is a non-resident, the Government 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  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION  
EDUCATION BUREAU**

**Invitation for Quotation  
(Quotation Reference Number: EDB LCUP/3-5/8/13(2))**

**Provision of Wi-Fi Network Service for  
Li Cheng Uk Government Primary School**

**2023-2026**

**PART V - SCHEDULE OF SERVICES**

**1. Introduction**

The Contractor is invited to

- Build up a Wi-Fi network in **Li Cheng Uk Government Primary School** (The School); and
- Provide and maintain a Wi-Fi service through subscription mode.

**2. Background**

The School will **enhance / top up** the IT infrastructure so as to set up the necessary Wi-Fi environment in the school premises (full Wi-Fi coverage in ALL classrooms) for supporting e-learning in class. Regarding the enhancement of Wi-Fi infrastructure, we would like to hire a contractor to design, build, operate and maintain the whole infrastructure; and to pay for the service by subscription thereafter, through a **subscription** model.

**3. User Requirements**

This section specifies the user requirements of the School of the Wi-Fi network. The Contractor shall be capable of supporting the requirements set out below.

**3.1 Standard Provision**

- **Wi-Fi Internet Connectivity** – use Wi-Fi 6 (IEEE 802.11 ax) network or above in ALL standard classrooms, special rooms and venues listed as below:

| Item | Descriptions   |
|------|--|
| 1    | <b>Number of classrooms / special rooms with at least 1 AP: 40</b><br><br>G/F: Lobby#, Room G02, G03<br>Backyard: Reading Room #<br>1/F: Room 10 (General Office), 11, 12, 13, 14, 15, 16, 17<br>2/F: Room 201, 202, 203, 20 (CAL Room), 21, 22, 23, 24, 25, 26, 27*<br>3/F: Room 30, 30A, 31, 32, 33, 34, 35, 36, 37*<br>4/F: Room 401, 402, 41, 42, 43, 44, 45, 46<br><br># No existing trunking is installed.<br>* Reserve Wi-Fi port (s) for at least 1 additional AP installed if necessary |

|   |  |
|---|--|
| 2 | <b>Number of special rooms / venues with at least 2 APs: 5</b><br>G/F: Playground (Basketball field), Covered playground<br>3/F: Room 301 (Staff Room)<br>4/F: Room 47 (STEAM Room)<br>5/F: Room 501 (Student Activity Centre) |
| 3 | <b>Number of venues with at least 3 APs: School Hall</b>   |

Total Number of AP required at least but not limited to **53**.

- **Number of Concurrent Connection** – commensurate with the maximum number of students, say **40**, in a class with at least **2.5 Mbps** upload / download bandwidth per connection.
- **Number of classrooms using Wi-Fi concurrently** – **2** classrooms using Wi-Fi concurrently at least.
- **Authentication Method** –use 802.1x standard based authentication and Hong Kong Education City single sign-on services.
- **Session Control** –Hong Kong Education City authentication service can support one device or multiple devices to connect based on user group (student, teachers, guests).
- **Internet Content Filtering Service** – Cloud based on filtering profile commonly adopted by most schools and managed by vendors.
- **Existing Network Facilities** –not to rely on any existing network facilities and cabling of the School, nor interfere with the existing Wi-Fi network of the School. The Wi-Fi network shall be physically separated from the school network.
- **Broadband Network** –use separate broadband for the Wi-Fi service. A physically separated **1000Mbps** broadband line must be provided.
- **Broadband Service** - provide at least **1000Mbps** Internet connection at school.
- **Managed Service** – operate the Wi-Fi network using managed service model, provide end-to-end service with single point of contact including configuration, provisioning of service, proactive monitoring, maintenance and regular reporting.
- **Service Level Agreement** – ensure at least 99.7% availability of the Wi-Fi service, support four-hour response time and four-hour service recovery with active monitoring, helpdesk support with support hours from Mon to Fri 9:00 a.m. to 6:00 p.m., and provide monthly monitoring reports for the School.
- **Contract End Arrangement** – All provisions of trunks, conduits, cables, LAN ports and power points shall be considered as fixture of the School and shall become the property of the School. The Contractor shall remove or keep those provisions according to the instruction of the School. Contractor can remove the network equipment such as switch, routers, and access points.
- **Installed a rack/cabinet set** – The Contractor shall provide rack/cabinet or use existing school rack if there is available rack space. All switches/firewall shall be properly installed into wall mounted cabinet or rack.

- **Cables length** – Cables length shall not be excessive nor too short in which preventing door opening or closing. If cables length is longer than 90 meters, shall be used fiber.

### 3.2 Add-on Service (to be aligned with Part VI)

- **Wi-Fi coverage for other areas** – To include special rooms and open areas.
- **Authentication Method** – pre-shared key being used by school.
- **WLAN system access control** – specific request on MAC address filtering.
- **MAC Address Monitoring** – The lists of filtering and filtered MAC addresses are to be monitored by the Contractor.
- **Internet Content Filtering Service**
  - Specific request on content filtering
  - School shall have administrative right to manage this service filtering.
- **Monitoring of Wi-Fi network** – Specific request on monitoring of Wi-Fi network by School.
- **Redundancy** – Increase the availability of the Wi-Fi service.
- **Support hours** – support hours extend to 6 days a week, 24 hours a day. The Service Level Agreement (SLA) must be 4 hours response and 4 hours onsite.
- URL filter / password administrative right will be no additional charges.

### 3.3 Deliverables

3.3.1 The Contractor is required to provide the following deliverables for the Wi-Fi network design:

- Master Activity Plan
- Network Configuration Report and Network Diagram
- Network Test Plan and Network Test Result Report
- Operation Manual for End User
- User Acceptance Test Plan
- Heat map Report (two month before the site work)
- Cable Test Report (two month before the site work)
- Exit Plan

3.3.2 The Contractor is required to provide the monthly monitoring report with the following items:

- Network Health Report
- Network Usage Report
- Reporting of security incidents
- Reporting on trend and statistics of incident and their analysis
- Reporting of the failure rate for all equipment with detailed fault analysis
- Problem log and incident log for critical failure of the network
- Statistical report on the type and no. of calls
- Summary of the outstanding enquiry for the month-to-date

## 4. Technical Specification (Standard Provision)

### 4.1 Wi-Fi Network

4.1.1 The Wireless LAN (WLAN) System of the Wi-Fi network shall support simultaneous dual-operation-mode that is FAT Access Point (AP) and Thin Access Point are both supported together with Cloud-based WLAN Controller in Managed model. The local controller in school is not acceptable. The Cloud-based WLAN Controller shall be located in Hong Kong and is capable of fully centralized provisioning, configuration and monitoring all APs

functionalities; a backup of the Cloud-based WLAN Controller shall be available in Hong Kong.

- 4.1.2 The thin client WLAN Access Point (AP) shall be a high performance wireless network access device, which shall be connected with the Power over Ethernet (PoE) Access Switches via Structured Cabling System. Appropriate type of connection cables between WLAN APs and the antenna shall be provided.
- 4.1.3 The WLAN APs shall be compatible with both Wi-Fi 5 & Wi-Fi 6 with IEEE 802.11a/b/g/n/ac/ax standard or above, support dual band of 2.4GHz and 5GHz.
- 4.1.4 The Contractor shall design the WLAN System to provide the coverage for the required wireless coverage place. The received signal strength measurement from the Wi-Fi Service at the Wi-Fi client device (such as tablet PC or notebook computer) is no worse than -68 dBm. The Contractor shall provide certificate or test report to illustrate that the Wi-Fi client device for testing satisfies the power emission requirement.
- 4.1.5 The WLAN AP shall support MU-MIMO, DHCP, PoE, WPA2, WPA3, IEEE 802.1x and certificate authentication.
- 4.1.6 The WLAN System shall support automatic channel selection, protocol filtering, multicast/broadcast storm filtering and load balancing.
- 4.1.7 The WLAN system shall allow single or multiple devices per user account to be authenticated using 802.1x and Hong Kong Education City single sign-on service.
- 4.1.8 The Contractor shall provide one WLAN AP in each classroom. Each WLAN AP shall be able to support at least concurrent **40** users connecting to the network simultaneously. In no circumstance shall the speed of data transmission symmetrically fall below the data rate requirement at any place or any corner or any highly congested area within the areas being covered. In case the transmission speed is below the said data rates, the Contractor shall be responsible for all remedial measures to rectify or configure fine-tuning of antenna or even increase the quantity of the WLAN AP at Contractor's own costs in order to meet the data rate requirement as mentioned in the Specification. A complete set of catalogues with brand and model shall be submitted and highlighted for reference. The catalogues shall show all the features and technical specifications of the products and systems.
- 4.1.9 The WLAN shall allow different authentications by using Service Set Identifiers (SSIDs).
- 4.1.10 Individual APs shall be allowed to be assigned by more than one SSIDs.
- 4.1.11 Antennas of APs shall be capable of detecting user locations in real time for direction switching while devices in motion.
- 4.1.12 The DHCP server shall support at least 30 queries/sec.
- 4.1.13 The WLAN system shall suspend the session of the user once the session control is expired and the suspension time shall be configured by the school.
- 4.1.14 The Contractor shall in provision of the service comply with non-interference requirements of and shall not cause interference prohibited under the Telecommunication Ordinance (Cap 106) or any other laws or regulation of Hong Kong.

- 4.1.15 The WLAN System shall provide termination of idle sessions and control of the duration features.
- 4.1.16 The WLAN System shall support client roaming across Access Points.
- 4.1.17 The WLAN system shall cover all areas specified under this tender.
- 4.1.18 The quotation shall include the cost to provide sufficient quantity and its cabling work required, including but not limited to supply and install the Fibre optics, Cat 6 cable, Conduit, cable patch panel, cable faceplate, Cable patch cord.
- 4.1.19 The Contractor shall provide complete set of WLAN Systems which consist of Wireless Access Point, Connection Cable, Authentication System, Wireless LAN Controller, PoE Switch, horizontal UTP Cat 6 cable/OM3 Fiber, patch cable UTP Cat 6 / OM3 Fiber Optics, any required license and all associated accessories.
- 4.1.20 All access points (AP) shall be certified by OFCA and copy of certificates issued by OFCA shall be attached to the proposals.
- 4.1.21 The Contractor shall ensure that there is no interference between WLAN Access Points due to limited non-overlapping channels assignment when the WLAN AP is installed. The Contractor shall be responsible at his own costs for providing solution to eliminate the interferences including but not limited to reassignment of the non-overlapping channels, adding extra APs with lower transmission power and/or replacement of the WLAN AP.
- 4.1.22 The WLAN System shall support Web GUI management.
- 4.1.23 FTP service shall not be allowed in the Wi-Fi network (to avoid exchanging credential and files in plain text without any encryption).
- 4.1.24 The WLAN System shall support IPV6 addressing method.



## **4.2 Core Switch**

- 4.2.1 The Core Switch would be responsible for connecting all PoE access switches in typical floors for WLAN AP.
- 4.2.2 The Core Switch shall be capable of providing the required bandwidth, QoS, and policy-based routing to carry all sorts of information including video, voice, data, image, etc.
- 4.2.3 Each Core Switch shall provide a Gigabit Ethernet connection to each PoE Access Switch in typical floors.
- 4.2.4 The Core Switch shall support Layer 2 and Layer 3 switching and capable of providing the wired speed performance.
- 4.2.5 The Core Switch shall support basic IP unicast routing protocols, Static route, Routing Information Protocol (RIPv1, RIPv2), inter VLAN routing.
- 4.2.6 The Core Switch shall support Internet Group Management Protocol (IGMP) snooping and multicast and unicast storm control, Spanning-Tree Protocol.
- 4.2.7 The Core Switch shall support WebGUI Management, Access Control Lists (ACLs), DHCP Interface and SNMP.
- 4.2.8 The Core Switch shall support VLANs including support for IEEE 802.1Q and IEEE 802.1p.

## **4.3 PoE Access Switch**

- 4.3.1 The Access Switches shall be deployed to provide high performance interconnectivity between the Core Switches and the WLAN APs on typical floor.
- 4.3.2 The Access Switch shall consist of 8/12/24/48 x 10/100/1000Base-T Ethernet ports, with minimum of 1 x 1000Base-T / 1000Base-SX SFP Gigabit Ethernet uplink ports connected with the Core Switch.
- 4.3.3 The Access Switch shall be used for connecting the WLAN APs. The Contractor shall determine the Maximum power loading of the devices to be connected with the PoE Access Switches. The Contractor shall provide additional PoE Access Switch(es) if the total power loading summed up from the PoE devices exceeds the maximum power loading capacity of the PoE Access Switch.
- 4.3.4 The Access Switches shall support VLAN configuration.
- 4.3.5 The Access Switches shall be at wired speed.
- 4.3.6 The Access Switches shall be provided sufficient port density to meet all the required links.
- 4.3.7 The Access Switches shall support PoE and shall conform to IEEE 802.af / IEEE 802.3af standard, which delivers power over single copper UTP cable for WLAN AP.
- 4.3.8 The Access Switches shall support Internet Group Management Protocol (IGMP) snooping and multicast and unicast storm control, IEEE 802.1D Spanning-Tree Protocol.
- 4.3.9 The Access Switches shall support Virtual local area network (VLANs) including support for IEEE 802.1Q and IEEE 802.1p.

- 4.3.10 The Access Switches shall support WebGUI Management, Access Control Lists (ACLs), DHCP Relay and SNMP.

#### **4.4 Firewall**

- 4.4.1 The performance of the Firewall shall not be degraded with 100% Internet bandwidth utilization.
- 4.4.2 Network Address Translation (NAT) is required.
- 4.4.3 Access Control Policy is required.
- 4.4.4 The configuration settings of the appliance shall be allowed to export to files for backup and restore for rapid recovery and shall control all incoming and outgoing Internet traffic, serving as the sole entry and exit point between the Internet and the WLANs in all locations.
- 4.4.5 The configuration settings of the appliance shall support blocking specific network ports, including ports of Transmission Control Protocol (TCP) and User Datagram Protocol (UDP). Blocking denial of service (DoS) attacks and malformed packet attacks shall also be configured.
- 4.4.6 The firewall policy should be applied to control network traffic such that public users should be prohibited to access the internal network segments of the School.

#### **4.5 Service Requirements**

- 4.5.1 The Contractor shall be responsible for the total project management and shall assign a person to act as the single contact point to the School regarding all related activities of the contract. This single contact point cannot be transferred to a sub-contractor unless explicitly agreed by the School. Contractor should formally inform the School in writing if there is a change of contact point.
- 4.5.2 The Contractor shall provide rack/cabinet or use existing school rack if there is available rack space. All switches/firewall shall be properly installed into wall mounted cabinet or rack.
- 4.5.3 Cables shall be labelled with connected port and its device ID.
- 4.5.4 All the equipment shall be labelled with an identifiable ID.
- 4.5.5 The placement of cables, cabinets, racks and appliances shall be shown on the network diagram.
- 4.5.6 Switches and/or other appliances shall be properly installed into cabinet/rack with appropriate ventilation.
- 4.5.7 13A power cord(s) shall be bundled with appliance(s).
- 4.5.8 Cable shall be properly set up onto appropriate cable management guide.
- 4.5.9 Contractor should make sure that the actual environment is suitable for the installation and operation of equipment with School agreement in advance, and make necessary suggestions, if any.

#### 4.6 Service Level Requirements

- 4.6.1 The Contractor shall provide incident/problem report to the School within 5 working days after each incident and the resolution taken.
- 4.6.2 The Contractor shall derive mechanism, including forms and reference tables for measuring and recording the Service Level Measures, to ease the administration and monitoring by the School.
- 4.6.3 Advance notice by at least 2 weeks shall be given to the School prior to all scheduled maintenance. At most 4 scheduled maintenances per year are excluded from the calculation of Service Levels. No more than 1 hour service interruption or an agreed time slot is accepted for each scheduled maintenance.
- 4.6.4 Service Level, expressed in percentage, is the ratio of actual available time to the scheduled available time for the Wi-Fi network of the School and is calculated according to the following formula:

Service Availability Level = (Schedule Uptime within the month– Unscheduled Downtime within the month) / Scheduled Uptime within the month, where

Scheduled Uptime: The duration, in unit of minutes, for the Wi-Fi network of the School is scheduled to be available for the month. The duration will exclude the scheduled downtime, which is defined as duration agreed between the School and the Contractor during which the service may be deliberately made unavailable to users.

Unscheduled Downtime: The amount of time, in unit of minutes, that the service are unavailable due to equipment failure or other reasons under the responsibility of the Contractor.

#### 4.7 Service Level Rebates

- 4.7.1 The Service Rebates to the School operate as liquidated damages for the performance fallen short of the target service levels over a period of one month. The service measures stipulated in 4.6 will be used to determine the Service Rebates in Service Availability (S1) and Service Resumption Time (S2).
- 4.7.2 The application of the Service Level Rebates adjustment to the monthly charge will commence with effective from the acceptance of the reliability test.
- 4.7.3 For each month, the Service Rebates for different service measures (S1, S2) will be calculated as below if the Contractor cannot meet the target Service Levels for the Wi-Fi network of the School under the availability agreed:

Failure Hour x [(Yearly Subscription Fee ) / (365 x 24)] x 2, where

Failure Hour: The unscheduled downtime or the time to resume the network due to the failure of hardware or software which is provided by the Contractor. Failure Hour is calculated in the increment of 0.5 Hour.

- 4.7.4 The Service Rebates of the Wi-Fi network of the School, if any, will be paid by crediting the invoice of the following month.

#### **4.8 Helpdesk Service**

- 4.8.1 The Helpdesk Service shall maintain dedicated hotline, including phone, email and fax, for enquiries and complaints.
- 4.8.2 The Helpdesk Service shall answer enquiries and complaints originated from the School concerning the Service.
- 4.8.3 The Helpdesk Service shall operate from Mon to Fri 9:00 a.m. to 6:00 p.m.
- 4.8.4 The Helpdesk Service shall maintain call logs on enquiries and complaints. The information shall be included but not be limited to date, time, description of issues, contact information, and follow-up actions. The Contractor shall observe and comply with Personal Data (Privacy) Ordinance in handling all information relating to these enquiries and complaints.
- 4.8.5 The Contractor shall provide the following information concerning the Helpdesk service related to the implementation of the Service:
- Detailed information of the helpdesk office, such as address, phone number, fax number; and
  - Facilities, computer systems and equipment provided in the helpdesk office, such as private branch exchange (PBX), keyline telephone system (KTS), interactive voice response system (IVRS) and voice recording system.
- 4.8.6 The Contractor shall provide helpdesk staff with the necessary tools, including but not limited to hardware and software, related training for supporting the Service.
- 4.8.7 The Contractor shall not make use of the Helpdesk Service to transmit any message or conduct any activity to the School, which is not connected with the provision of the Service. The School shall have the full discretion to determine whether any such message or activity is in breach of this provision. The Contractor shall forthwith stop transmitting such message or conducting such activity and refrain from doing it further once the School has notified the Contractor in writing or verbally of its determination.

#### **4.9 User Acceptance Test**

- 4.9.1 The Contractor shall conduct tests with the School before the service is officially accepted and subscription started. Tests shall include User Acceptance Test for reliability and performance of the hardware and software, and also the monitoring, operation support and all other aspects related to the Service Level Agreement of the Service. At least 14 school working days of trial period is expected for service monitoring after testing.
- 4.9.2 The contractor will be required to perform test making reference to the User Acceptance Test and System Test documents at [www.edb.gov.hk/ited/wifi900](http://www.edb.gov.hk/ited/wifi900). They include the types of testing to be performed, the requirements to be tested, the testing environment, testing tools and pass/fail criteria as reference to the Contractor.
- 4.9.3 The Contractor shall upon request by the School arrange briefings to the School and/or Responsible Parties of the School, with briefing materials, prior to the User Acceptance Test when required.
- 4.9.4 The Contractor shall provide detailed acceptance test plan and a step by step testing procedure with expected results against the requirements set out in this specification.

- 4.9.5 The Contractor shall provide, configure and set up the proper software and hardware for the School to carry out the User Acceptance Test.
- 4.9.6 The Contractor shall be required to carry out tests to demonstrate that the equipment and system meet the specification and other contractual requirements. The Contractor shall also be responsible for the timely preparation and compilation of all test schedules, test procedures and test reports.
- 4.9.7 The Contractor shall follow the agreed standards as laid down in this specification for the testing methods and procedures.
- 4.9.8 The Contractor shall submit a schedule of site performance and commissioning tests at least 3 working days prior to the commencement of the scheduled commissioning date.
- 4.9.9 Special tools, test equipment, test objects and simulators required for the demonstration of either bench or commissioning tests shall be made available by the Contractor at no extra charge to the School.
- 4.9.10 All test equipment used by the Contractor shall be properly and periodically calibrated. Measuring standards used in calibration shall be traceable to international or national measurement standards, or to an industry recognized manufacturer's reference, subject to approval of the School.
- 4.9.11 Calibration procedures and results shall be documented and signed by certifying body where applicable. The Contractor may be requested to show evidence of calibration of test equipment by submission of copies of these calibration records prior to conduction of any tests.
- 4.9.12 The Contractor shall submit the User Acceptance Test report within 3 working days. The acceptance of the installation will only be granted after receiving a satisfactorily UAT report from the Contractor.
- 4.9.13 All equipment to be installed may be subject to inspection and bench testing. The Contractor shall meet the cost of deliveries for bench test. Notwithstanding, the Contractor shall have carried out the tests in accordance with the requirements and procedures stipulated in this specification and submitted the associated test reports for inspection.

#### **4.10 Termination of Service**

- 4.10.1 The School reserves the right to terminate all or part of the Service at any time if:
- The Contractor fails to meet the target service levels under Service Level Requirements for two consecutive months, or three months in total within the committed subscription period;
  - The School suspects that unauthorized activity has occurred or is occurring in relation to the Service;
  - The provision of the Service will cause the School to be in breach of any applicable law;
- 4.10.2 The Contractor shall provide to the School and implement the Exit Plan in accordance with:
- The Contractor shall provide to the School an Exit Plan with feasible arrangements before the committed subscription contract date;
  - If the School considers the Exit Plan as not satisfactory, it will notify the Contractor with comments. The Contractor shall revise the Exit Plan by taking into consideration of the

School's comments and provide to the School with five (5) working days after the date of receiving the School's comments. If the Exit Plan has been considered as not satisfactory for three or more times, the School shall have the right to terminate this Contract by giving 7 days' notice in writing;

- Detailed exit procedures, disengagement timetable and actions to be taken by both the Contractor and the School for smooth termination of all or any part of the Service;
- The Exit Plan shall aim at enabling the School or its authorized parties to perform in substitution for the Contractor and to eliminate or minimize any disruption or deterioration of the Service. The Exit Plan shall contain, but not limited to the following information:
  - Detailed exit procedures, disengagement timetable and actions to be taken by both the Contractor and the School for smooth termination of all or any part of the Service;
  - Any information that is necessary for the School or a new service provider to continue the provision of the Service;
  - Details of the Contractor's personnel and other resources that will assist the School or the School's authorized parties during the handover;
  - All provisions of facilities such as trunks, conduits, cables, LAN ports and power points, shall be considered as fixture of the School venues and shall become the property of the School. The Contractor shall remove or keep those provisions according to the instruction of the School. Contractor can remove the network equipment such as switch, routers, and access points.
- The Contractor shall be responsible for the implementation and execution of the Exit Plan and shall ensure that the exit plan is carried out in a timely and orderly manner.

## 5. Technical Specification (Add-on Requirement)

- 5.1 The Tenderer shall refer to the requirement as stated in WLAN AP shall support Wi-Fi 6 network technology.

## 6. Sub-Contracts

- 6.1 The Tenderer shall be the prime Contractor for all the services specified in Part V and Part VI of this contract. The Tenderer shall be the single point of contact for all contractual matters.
- 6.2 The Tenderer shall be liable for the performance or breach of any provisions of the contract by Sub-Contractors.
- 6.3 The Tenderer shall provide details of the sub-contract service for the Wi-Fi operation and maintenance of the Sub-Contractors in the format listed on Section 5 of Part VI. The hierarchy of the sub-contracting shall also be clearly stated below. If there are no Sub-Contractors, please enter nil.
- 6.4 No Sub-Contractor(s) specified in Section 5 of Part VI shall be replaced unless prior written consent has been given by the School.
- 6.5 The Tenderer shall ensure that the quality of the service rendered by the Tenderer shall not be affected due to any change of Sub-Contractors;
- 6.6 The Tenderer shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this contract. If request by the School, the Tenderer shall describe which part of the service shall be performed by the Sub-Contractor(s) in the sub-contract(s) between the tenderer and its Sub-Contractor(s).

## 7. Schedule of Work

7.1 The Contractor shall provide the service according to the following schedule.

| Phase | Items                     | Starting Date                     | Ending Date                     | Service fee  |
|-------|---------------------------|-----------------------------------|---------------------------------|--------------|
| I     | Build up of Wi-Fi network | On or before<br>18 Aug 2023 (Fri) | 28 Aug 2023<br>(Mon)            | 0            |
| II    | Subscription of service   | Early Sept<br>(1/9/2023-5/9/2023) | 3 years contract<br>ending date | Quoted price |

## 8. Delay of Schedule

8.1 If the Contractor fails to provide any part of the Wi-Fi service which shall be ready for use in the School within 30 days after the target Ending Date specified in Section 7 of Schedule of Work then notwithstanding anything else contained in this Contract the School shall be entitled to terminate this Contract with forthwith by giving written notice to the Contractor and to recover from the Contractor the amount of all damages and loss suffered by the School resulting from such failure, including without limitation to any damages and loss resulting from the termination of related service orders.

8.2 Within one (1) week of the termination of this Contract, the Contractor shall collect its own Hardware and Software at his own cost after the contractor has removed the School Data in the Hardware.

8.3 The Contractor shall reinstate and make good the concerned area of the School to the satisfaction of the School after removal of the hardware.

## 9. Terms of Payment

9.1 The subscription will be paid in arrears of each month during the subscription period.

## 10. Price Proposal

10.1 The Service Provider is required to provide a breakdown on the service charges for each of the service items as set out in the Price Proposal at **PART VI - PRICE PROPOSAL**. Failure in complying with this requirement will render the quotation disqualified.

10.2 Please note that, the School has the absolute discretion to accept the whole of the Services or just part of the Services as listed out by items in the Price Proposal.

10.3 Set up cost will not be considered as a part of the cost in subscription mode.

## 11. Invitation for Quotations

11.1 Quotations are invited for the execution of the whole of the Services as described in this document. Quotations for part but not all of the Services will not be considered.

11.2 Please provide two sets of quotation documents for processing of the quotation.

## **12. Tender Preparation and Submission**

12.1 The Service Provider is required to submit the following information and document.

- Part VI – Price Proposal
- Part VII - A Statement of Compliance to provide response that the quotation complies with all requirements stated in this Specification
- Part VIII – Offer to be bound
- No upfront cost or one off cost schools shall be paid throughout the entire subscription period
- Proposed AP location mark on the Floor plan
- Proposed Network infrastructure show on the Network Diagram
- Implementation Plan
- Wi-Fi Access Point certificates issued by OFCA
- Product information including technical and descriptive literature and catalogues; Information provided by the manufacturer shall be able to substantiate that the products offered meet the mandatory Technical Specification

## **13. Briefing Session/Site Visit**

13.1 To facilitate the Service Provider to propose the quotation, a briefing session/site visit is arranged as follows. The Service Provider can attend the briefing session/site visit and carry out Wi-Fi survey with appropriate tools.

Date: 18-5-2023 (Thur)

Time: 3:45 p.m. to 5:00 p.m.

Venue: Li Cheng Uk Government Primary School

## **14. Selection and Payment**

School is looking for a contractor based on following criteria

- Proposed pricing
- Proposed solution
- Equipment and services level
- Other useful information

## **15. Enquiry**

For enquiry, please contact Ms Fung (IT Stream) of the School at [lcugps@edb.gov.hk](mailto:lcugps@edb.gov.hk) or by phone at 2386 8049.



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**Invitation for Quotation  
(Quotation Reference Number: EDB LCUP/3-5/8/13(2))**

**Provision of Wi-Fi Network Service for  
Li Cheng Uk Government Primary School**

**2023-2026**

**PART VI - PRICE PROPOSAL**

(All figures in Hong Kong Dollars)

Prices quoted for providing the Services set out in :

Part V-Schedule of Services in accordance with Part IV-Conditions of Contract

**1. Price details for Standard Provision (To be filled by Contractor)**

| Standard Provision   | 3 years (36 months) |              | School's choice on confirmation |
|--|---------------------|--------------|---------------------------------|
|  | Monthly price       | Annual price |                                 |
| <p>Wi-Fi Service Subscription<br/>(Requirement as stated in Part V)</p> <p><u>Venue with 1 AP</u><br/>G/F: Lobby, Room G02, G03,<br/>Backyard: Reading Room<br/>1/F: Room 10, 11, 12, 13, 14, 15, 16, 17<br/>2/F: Room 201, 202, 203, 20, 21, 22, 23, 24, 25, 26, 27<br/>3/F: Room 30, 30A, 31, 32, 33, 34, 35, 36, 37<br/>4/F: Room 401, 402, 41, 42, 43, 44, 45, 46</p> <p><u>Venue with 2 APs</u><br/>G/F: Playground (Basketball field),<br/>Covered playground<br/>3/F: Room 301 (Staff Room)<br/>4/F: Room 47 (STEAM Room)<br/>5/F: Room 501 (Student Activity Centre)</p> <p><u>Venue with 3 APs</u><br/>School Hall</p> <p>Total Number of AP required at least but not limited to 53.</p> |                     |              |                                 |
| Total in HK\$  |                     |              |                                 |

2. Price details for Add-on Services (To be filled by Contractor)  
(Offer will be considered on itemized basis)

| Add-on Service   |  | 3 years (36 months)      |                         | School's choice on confirmation |
|--|--|--------------------------|-------------------------|---------------------------------|
| Item   | Description  | Additional monthly price | Additional annual price |                                 |
| <b>Add-on Wi-Fi Service Subscription (Requirement as stated in Part V)</b> |  |                          |                         |                                 |
| Wi-Fi coverage   | <ul style="list-style-type: none"> <li>To include special rooms and open areas</li> </ul>  |                          |                         |                                 |
| Authentication Method  | <ul style="list-style-type: none"> <li>Pre-shared key being used by school</li> </ul>  |                          |                         |                                 |
| WLAN System Access Control   | <ul style="list-style-type: none"> <li>Specific request on MAC address filtering</li> </ul>  |                          |                         |                                 |
| MAC Address Monitoring   | <ul style="list-style-type: none"> <li>The lists of filtering and filtered MAC addresses are to be monitored by the Contractor</li> </ul>  |                          |                         |                                 |
| Internet Content Filtering Service   | <ul style="list-style-type: none"> <li>Specific request on content filtering</li> <li>School shall have administrative right to manage this service filtering</li> </ul>                       |                          |                         |                                 |
| Monitoring of Wi-Fi network  | <ul style="list-style-type: none"> <li>Specific request on monitoring of Wi-Fi network by School</li> </ul>  |                          |                         |                                 |
| Redundancy   | <ul style="list-style-type: none"> <li>Increase the availability of the Wi-Fi service</li> </ul>   |                          |                         |                                 |
| Support hours  | <ul style="list-style-type: none"> <li>Support hours extend to 6 days a week, 24 hours a day</li> <li>The Service Level Agreement (SLA) must be 4 hours response and 4 hours onsite</li> </ul> |                          |                         |                                 |
| URL filter / password administrative right                                 | <ul style="list-style-type: none"> <li>No additional charges</li> </ul>  |                          |                         |                                 |

**3. Details of equipment to be proposed in the Buildup of Wi-Fi network in the School (To be filled by Contractor)**

| Items                   | Quantity | Model |
|-------------------------|----------|-------|
| Wi-Fi Controllers       |          |       |
| Access Points           |          |       |
| Router/Firewall         |          |       |
| Core Switch             |          |       |
| Access PoE Switches     |          |       |
| LAN Cables              |          |       |
| Others (please specify) |          |       |

**4. The Tenderer to provide details of the sub-contract service involved in the proposal for the project implementation, service operation and maintenance in the format listed below (To be filled by Contractor)**

| Name of Sub-Contractor | Sub-contract service |
|------------------------|----------------------|
|                        |                      |
|                        |                      |
|                        |                      |
|                        |                      |
|                        |                      |

**5. The Tenderer to provide case reference of past deployment in WiFi100/WiFi900 with Sub-Contractors details in the format listed below**

| Name of School |
|----------------|
|                |
|                |
|                |
|                |
|                |

**6. A floor plan (provided by the School) is attached.**

Annex: Floor Plan of the School

Name of Service Provider : \_\_\_\_\_

Name and Signature of Person authorised to sign Quotation

Name (in block letters) : \_\_\_\_\_

Post : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

**Company Chop**

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2023-2026**

**PART VII – STATEMENT OF COMPLIANCE**

1. Validity Period *(Please refer to Clause 7 of Terms of Quotation)*

Our/My offer remain valid for a period of \_\_\_\_\_ days after the Quotation Closing Date.

2. Compliance with specifications and requirements (\* Delete whichever is not applicable)

\*(a) I/We confirm that the services proposed by me/us in my/our Technical Proposal *do* comply fully with the requirements as stated in the Terms of Quotation, Conditions of Contract and Schedule of Services.

\*(b) I/We confirm that the services proposed by me/us in my/our Technical Proposal *do not* comply with the requirements as stated in the Terms of Quotation, Conditions of Contract and Schedule of Services in the following respects:

Name of  
Service  
Provider: \_\_\_\_\_ Company Chop: \_\_\_\_\_

Signature of  
Authorized Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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**PART VIII-OFFER TO BE BOUND**

1. Having read the Terms of Quotation, the Conditions of Contract and Schedule of Services set out in these 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 (or any part) of the Services which may during the Contract Period be required by the Government to be carried out at the Contract Price quoted by me/us in the Price Proposal free of all other charges, subject to and in accordance with the Terms of Quotation, Conditions of Contract and Schedule of Services.
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 .....  
Brief particulars of the cover provided and any special conditions are as follows:  
.....  
.....
4. I am/We are duly authorized to bind the said Company hereafter mentioned by my/our signature(s).

— or —

*I am a partner/We are partners in the firm hereafter mentioned and duly authorized to bind the said firm and the partners therein for the time being.*

5. The name of the Company/Firm is .....
6. 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 ..... 20.....

Notes (i) All the particulars required above must be provided.

(ii) Strike out clearly alternatives which are not applicable.