

**THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
AGRICULTURE, FISHERIES AND CONSERVATION DEPARTMENT**

TENDER FOR SERVICES

Tender Ref. : AFCD/ITMD/201401.....

TENDER FORM

Contract No. :.....

PART 1 - LODGING OF TENDER

To be acceptable as a Tender, these Tender Documents, properly completed in triplicate and enclosed in a sealed plain envelope marked “Tender for the Provision of Metro Ethernet Services for the Agriculture, Fisheries and Conservation Department” and addressed to the Chairman, Tender Opening Committee, Government Logistics Department, and must be deposited in the Government Logistics Department Tender Box situated at the Ground Floor of the North Point Government Offices, 333 Java Road, North Point, Hong Kong before 12:00 noon on 12 August 2014 (Hong Kong Time).

A late Tender will not be considered.

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 2 – INTERPRETATION

1 Definitions

In these Tender Documents the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

- “Acceptance Date” means the date of an Acceptance Letter in respect of a Connection.
- “Acceptance Test” means collectively the Connectivity Test and the Reliability Test.
- “Acceptance Letter” means an acceptance letter to be issued by the Government Representative upon the completion and passing to his satisfaction of the Acceptance Test by the Contractor in respect of a Connection.
- “Additional Connection” means any additional connection or connections provided and installed by the Contractor as and when required by the Government under Clause 4 of Part 4 – Conditions of Contract.
- “AFCD” means the Agriculture, Fisheries and Conservation Department of the Government.
- “Client Port” means the network port at a Remote Site with detailed requirements specified in the Part 6 – Specifications.
- “Commencement Month” means the estimated month for commencement of Services for each Connections as listed in Annex 1 to Part 6 – Specifications in which the Contractor shall provide the Connection Ready for Use.
- “Connection” means the point-to-point ME connection between the Host Port and the Client Port comprising with but not limited to the physical link, ports, network equipment and termination equipment.
- “Connectivity Test” means the connectivity test to be conducted by the Contractor in accordance with Annex 3 to Part 6 – Specifications.
- “Contract” means the contract made between the Government and the Contractor for the provision of the Services at the Locations and comprises these Interpretations, Terms of Tender (where the context requires or permits); Conditions of Contract and Specifications together with all the respective schedules, appendices and annexes to each of the above documents.
- “Contract Deposit” means the sum of deposit referred to in Clause 22.2 of Part 3 – Terms of Tender and Clause 22 of Part 4 – Conditions of Contract.

“Contract Period”	means the period referred to in Clause 1.1 of Part 4 – Conditions of Contract.
“CPE”	means Customer Premises Equipment, i.e. equipment items on the customer’s premise that are used in connection with the Services.
“Essential Requirement”	means the essential requirement or requirements set out in Clause 4.1 of Part 3 – Terms of Tender.
“Estimated Contract Value”	means the Estimated Contract Value quoted by a Tenderer under Clause 5.3 of Schedule 1 of Part 5 – Schedules for the purposes of Tender evaluation and Contract Deposit calculation.
“Ethernet”	means the frame based computer network technology including but not limited to IEEE 802.3 and RFC 894.
“Expiry Date”	means 31 st December 2016, subject to sooner termination or extension of the Contract as is provided for in the Contract.
“Fast Ethernet”	means the fast ethernet network technology specified by the IEEE.
“Fee”	means collectively the Port Setup Charge and the Monthly Rental in respect of a Connection.
“Fixed Internal Services”	means the provision of telecommunications connection and services for communications between two fixed points within Hong Kong.
“Fixed Network Operator”	means the holder of any one of a Fixed Telecommunications Network Services Licence or a Fixed Carrier Licence; or a Unified Carrier Licence and who is authorized by the OFCA to provide Fixed Internal Services.
“Government”	means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.
“Government Representative”	means the Director of AFCD or any officer authorised to act for and on behalf of the Government for the purposes of the Contract.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Host Port”	means the network port at HQ with detailed requirements specified in Part 6 – Specifications.
“HQ”	means the AFCD Headquarters, having its Server Room situated at 5/F Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong.
“IEEE 802.3”	means the standard for “CSMA/CD Access Method and Physical Layer Specifications” by the Institute of Electrical and Electronics Engineers.

“IP”	means Internet Protocol; the standard network communication protocol of the Internet.
“IPSec”	means IP Security Protocol defined in Security Architecture for the Internet Protocol defined in RFC 2401 or its RFC standard replacement.
“Letter of Conditional Acceptance”	means the letter to be sent by the Government giving notice to the successful Tenderer of the Government’s conditional acceptance of its Tender as specified in Clause 22.1 of Part 3 – Terms of Tender.
“Licensee”	means Fixed Network Operator.
“Locations”	means a location or locations, including HQ, the Remote Sites and any other additional locations as may be designated by the Government in accordance with the terms and conditions of the Contract at which the Connection is installed or relocated.
“Maintenance Services”	means the maintenance services provided by the Contractor in accordance with Clause 5 of Part 4 – Conditions of Contract.
“Mbps”	means mega-bits-per-second.
“ME”	means Metro Ethernet which is a network technology for transmission of IEEE 802.3 frames over wide area network.
“Monthly Rental”	means the monthly rental more particularly specified in Schedule 1 of Part 5 – Schedules for each Connection and includes all costs for the maintenance, repair or replacement of such Connection, subject to any adjustment, if any, as stipulated in Clause 10 of Part 4 – Conditions of Contract .
“MTBF”	means mean-time-between-failure.
“OFCA”	means the Office of the Communications Authority of the Hong Kong Special Administrative Region.
“Order”	means an order or orders to be issued by the Government in respect of a Connection under Clause 3.2 of Part 4 – Conditions of Contract.
“OSI”	means the reference model in accordance with the standard published by the International Organisation for Standardisation (ISO).
“OSI Layer 2”	means the data link layer or the second layer in the OSI reference model.
“OSI Layer 3”	means the network layer or the third layer in the OSI reference model.
“Port Setup Charge”	means the connection setup charge more particularly specified in Schedule 1 of Part 5 – Schedules.
“Preparation Period”	means the period referred to in Clause 1.2 of Part 4 – Conditions of Contract.

“Ready For Use”	means the Connection fully installed, tested and successfully passed the Acceptance Test in accordance with the provisions of this Contract.
“Reliability Test”	means the reliability test to be conducted by the Contractor in accordance with Annex 3 to Part 6 – Specifications.
“Remote Sites”	means all the Locations other than HQ situated at different areas of the territory of Hong Kong as detailed in Annex 1 to Part 6 – Specifications.
“RJ45”	means connector with 8 wires commonly used in telephone and network industry, also known as Registered Jack 45.
“Service Period”	means the period referred to in Clause 1.3 of Part 4 – Conditions of Contract.
“Services”	means the provision of ME services, including installation of the ME ports , connection and bandwidth rental at the Locations and includes all other obligations and duties, ancillary or incidental thereto in accordance with the Specifications and subject to all terms and conditions of Contract.
“Specifications”	means each and every specification referred in Part 6 – Specifications.
“Tender”	means a tender submitted by a Tenderer in response to the invitation to tender.
“Tenderer”	means a tenderer who has submitted a Tender in response to the invitation to tender;
“Tender Closing Date”	means the latest date by which tenders must be lodged as the same may be extended by the Government pursuant to any applicable provision in the Tender Document.
“Tender Documents”	means the documents as specified in Clause 1 of Part 3 –Terms of Tender and any addenda issued under Clause 3 of Part 3 –Terms of Tender.
“Validity Period”	means the period of time described in Clause 9 of Part 3 –Terms of Tender during which the Tender is to remain valid and open for acceptance by the Government Representative.
“VLAN”	means a logical grouping of end stations within a bridged infrastructure, also known as Virtual LAN.
“WAN”	means a network of computers and peripheral devices linked by cable over a broad geographic area, also known as Wide Area Network.
“WTO GPA”	means the Agreement on Government Procurement of the World Trade Organization.

2 Singular and plural

Words importing the singular only also include the plural and vice versa where the context requires.

3 Headings

The heading to individual clauses of the Contract is for ease of reference only and shall not in any way vary, limit, extend or affect the interpretation or construction of the Contract.

4 Gender

Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

5. Reference

- (1) Reference to a person includes an individual, company, corporation, firm or any body of persons, corporate or unincorporated and includes any public body.
- (2) Reference to a day shall be construed as a calendar day and reference to a working day shall be construed as any calendar day other than general holidays and Saturdays. If a person is required to pay money or do an act or thing on a day that is not a working day, then the person may pay the money or do the act or thing on the next working day.
- (3) Reference to a month shall be construed as a calendar month.
- (4) 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, or repealed and substantially re-enacted or made, by any subsequent enactment, order, regulation or instrument.
- (5) Reference to a clause, sub-clause, contract schedule, annex or appendix by number or letter, such reference shall be construed as references to the clause, sub-clause, contract schedule, annex or appendix of that number or letter contained in the relevant part of these Tender Documents.

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 3 - TERMS OF TENDER

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TERMS OF TENDER**1. The Tender Documents**

The Tender Documents consist of one complete set of the documents in a bound booklet comprising:-

- Part 1- Lodging of Tender
- Part 2- Interpretation
- Part 3- Terms of Tender
- Part 4- Conditions of Contract
- Part 5- Schedules
- Part 6- Specifications
- Part 7- Offer to be Bound

2. Invitation to Tender

Tenders are invited for the execution of the Services as more particularly set out in the Specifications subject to and in accordance with the terms and conditions of the Contract.

3. Tender Addenda

The Government reserves the right to clarify, amplify or amend this tender at any time prior to the Tender Closing Date. Any clarification(s), amplification(s) or amendment(s) of any aspect of this tender will be by way of an addendum and a notice of the addendum will be posted on the AFCD website at www.afcd.gov.hk. Tenderers are advised to check the said website from time to time for any issue of addendum. Any addendum will also be made available for collection at the HQ. In addition, a copy of the addendum will be sent by post, by fax or by email to each of the Tenderers who has according to AFCD's record collected a copy of the Tender Documents at the HQ.

4. Essential Requirements

4.1 A Tenderer **MUST** satisfy all the essential requirements specified below before its Tender is to be considered:

(a) Licence:

A Tenderer must be a Fixed Network Operator who is authorized by the OFCA to provide Fixed Internal Services. A Tenderer shall provide documentary proof of its identity as a Licensee.

(b) Network Coverage:

A Tenderer must have ME service coverage to the HQ and the specific Remote Sites where they make an offer in Clause 5.1 of Schedule 1. A Tenderer shall provide documentary proof that the ME service coverage has included the HQ

and the Remote Sites to which offer is made.

- 4.2 Failure to comply with any of the above essential requirements or any failure to provide relevant documentary proof will disqualify a Tenderer and its Tender will not be further considered.

5. Tender Preparation and Submission

- 5.1 The Tender and accompanying documents must be completed in English in typescript, duly signed and stamped with company chop as appropriate, and submitted in accordance with Part 1 – Lodging of Tender.

- 5.2 Tenderers must complete the following parts and provide all the necessary information including documentary evidence which is necessary for tender evaluation in triplicate:

- (a) Part 7 – Offer to be Bound;
- (b) Schedule 1 of Part 5 – Schedules (Price Schedule);
- (c) Schedule 2 of Part 5 – Schedules (Payment Discounts and Contract Deposit Payment Method);
- (d) Schedule 3 of Part 5 – Schedules (Company/Business Organization Details);
- (e) Schedule 4 of Part 5 – Schedules (Statement of Compliance);
- (f) the information and documentary proofs required in Clause 4.1 of this Part;
- (g) financial information for the past three (3) years as stipulated in Clause 8 of this Part;
- (h) all information and documents, including a copy of valid business registration certificate or other valid business document issued by a competent authority and a copy of certification of incorporation and certificate of change of name (where applicable) if the Tenderer is a limited company as required in Schedule 3 and Clause 12 of this Part; and
- (i) all other product/solution information, not already mentioned above, including technical and descriptive literature to demonstrate that the proposed technical solution or the offered ME Services will meet the requirements specified in Part 6 – Specifications.

- 5.3 **Any Tenderer who failed to submit any one of the followings will be disqualified and its Tender will not be considered further:**

- (a) **Part 7 – Offer to be Bound duly completed and signed;**
- (b) **Schedule 1 of Part 5 – Schedules (Price Schedule) completed in accordance with Clause 7 of this Part;**

- (c) **Schedule 3 of Part 5 – Schedules (Company/Business Organization Details);**
- (d) **Schedule 4 of Part 5 – Schedules (Statement of Compliance); and**
- (e) **Documentary proofs as required under Clause 4.1 of this Part.**

5.4 Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments shall be initialed by the Tenderer in ink.

6. Tender Closing Date

6.1 A Tender **MUST** be submitted on or before the Tender Closing Date. A late Tender will **NOT** be considered.

6.2 In case a rainstorm black warning or typhoon signal no. 8 or above is valid for any duration between 9:00 a.m. and 12:00 noon (Hong Kong Time) on the Tender Closing Date, the Tender Closing Date will be extended to 12:00 noon (Hong Kong Time) on the next day which is not a Saturday, a Sunday or a general holiday under the General Holidays Ordinances (Cap.149).

7. Price Proposal

7.1 Each Tenderer shall quote in Schedule 1 of Part 5 – Schedules:

- (a) Port Setup Charge and Internal Relocation Charge in the table under Clause 4.1;
- (b) Re-configuration Charge in the table under Clause 4.2;
- (c) Monthly Port Rental and Monthly Bandwidth Charge in the table under Clause 4.3;
- (d) the Monthly Rental for the whole Service Period in relation to the Remote Site(s) which the Tenderer is making an offer in the table under Clause 5.1; and
- (e) Total Monthly Rental and Estimated Contract Value of the Services under Clause 5.3.

7.2 Each Tenderer is required to submit its Tender in either Hong Kong Dollars or US Dollars. Tender denominated in other currency will **not** be considered.

7.3 Every Tenderer shall ensure that the figures in Schedule 1 of Part 5 – Schedules are accurate before submitting their bids. Under no circumstances shall the Government be obliged to accept any request for price adjustment on grounds that a mistake has been made in the figures. An illustration for the completion of Schedule 1 is provided under Clause 5.4 of Schedule 1 for Tenderer's reference.

8. Financial Vetting

- 8.1 A Tenderer may be required to demonstrate its financial capability to undertake and fulfill the obligations under the Contract before it can be considered for the award of this Contract.
- 8.2 If the Estimated Contract Value of the Services under Clause 5.3 in Schedule 1 of Part 5 – Schedules is over HK\$5 million, the Tenderer shall submit with its Tender the following documents and any other financial information to demonstrate its financial capability to undertake and fulfil the contractual obligations:
- (a) Audited accounts of the Tenderer for the past three (3) years. The requirements of the audited accounts are:
 - (i) The accounts must be originals (or copies certified by the Tenderer's auditor referred to in sub-clause (v) below) for the three (3) financial years prior to the Tender Closing Date;
 - (ii) The latest accounts must be for a period ending no more than eighteen (18) months before the Tender Closing Date;
 - (iii) The accounts must contain the Directors' Report, Auditors' Report, Balance Sheet, Income Statement (or commonly referred to as Profit and Loss Account), Statement of Changes in Equity, Cash Flow Statement and Notes to the Accounts;
 - (iv) Consolidated group accounts must be provided if the Tenderer is a subsidiary of another company, but the company-only accounts reflecting the financial position and results of the Tenderer itself must be submitted;
 - (v) All such accounts must have been audited by certified public accountants (practising) registered under the Professional Accountants Ordinance (Cap. 50) or for a non-Hong Kong company, by auditors recognized by its local law; and
 - (vi) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
 - (b) Management accounts up to a period of not more than three (3) months before the Tender Closing Date (if that has not already been covered by the latest audited accounts) and certified by the director of the Tenderer or by certified public accountants.
 - (c) Projected profit and loss accounts and cash flow statements of the Contract and for each contract year and pre-operating period (if applicable) showing the revenue, operating expenses, capital expenditure including the initial investment and the source of finance. These projected statements should be certified by the director of the Tenderer or by certified public accountants (practising). The assumptions used in preparing the projection must be clearly stated. All the supporting schedules and detailed calculations should also be submitted.

The information shall be used for financial vetting only and shall not form part of the Contract.

- 8.3 The Tenderer shall, upon request by the Government Representative, submit further information for financial vetting within seven (7) days from the date of such request. Late submission may render a Tender not to be considered.
- 8.4 If a Tenderer is a newly established company, or it is unable to submit adequate information for conducting a meaningful assessment at the time of submitting its tender or within the time stipulated at the Government's written request, or it fails in the financial vetting, the Tenderer shall provide a contract deposit in Hong Kong dollars in an amount equivalent to 5% of the Estimated Contract Value as a guarantee for the fulfilment of the contractual obligations in accordance with Clause 22.2 of this Part.

9. Validity Period

A Tender shall remain valid and open for acceptance by the Government Representative on these conditions for not less than one hundred and eighty (180) days after the Tender Closing Date.

10. Site Surveys During the Tender Period

To ensure that its Tender complies with the requirements of the Specifications, the Tenderer is strongly advised to make on-site surveys, at the Tenderer's expenses, and any other necessary actions before the Tender Closing Date, to determine the scale and costs of works. Application for site visit shall be in writing addressed to the officer as mentioned in Clause 18.2 below.

11. Warranty against Collusion

- 11.1 By submitting a Tender, the Tenderer represents and warrants that in relation to its Tender:
- (a) it has not communicated and will not communicate to any person other than the Government the amount of any Tender price;
 - (b) it has not fixed and will not fix the amount of any Tender price by arrangement with any person;
 - (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a Tender; and
 - (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 11.2 In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause 11.1 above, the Government shall be entitled to, without

compensation to any person or liability on the part of the Government:

- (a) reject the Tender;
 - (b) if the Government has accepted the Tender, withdraw its acceptance of the Tender; and
 - (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract.
- 11.3 The Tenderer shall 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 11.1 above.
- 11.4 Any breach of any of the representations and/or warranties in Clause 11.1 above by the Tenderer may prejudice the Tenderer's future standing as a Government contractor.
- 11.5 Clause 11.1 above shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the Tender price, or with its professional advisers, consultants or sub-contractors to solicit their assistance in the preparation of Tender submission.
- 11.6 The rights of the Government under Clauses 11.2 to 11.4 above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

12. Company/Business Organization Status

- 12.1 The Tenderer shall provide the details relating to itself in Schedule 3 of Part 5 – Schedules.
- 12.2 The Tenderer should attach with its Tender a certified copy of relevant document (e.g. Board Resolution of the Tenderer, confirmation letter, etc.) showing the person or persons who is or are authorised to sign the Offer to be Bound has or have the authority to sign for and on behalf of the Tenderer.
- 12.3 If a Tenderer is not a company incorporated under the Companies Ordinance (Cap. 622), and if the Tenderer is an entity formed or established outside Hong Kong, a legal opinion issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to the Government shall be provided upon request by the Government on the following issues and any other issues as may be required by the Government:
- (a) that the Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power and authority to carry on the business as it is now conducting and to supply the related equipment and the ME Services to the Government on the terms and conditions of the proposed Contract; and
 - (b) that the Tenderer has the power to enter into and perform the proposed Contract

with the Government and that it has taken all necessary legal action to authorise the entry into and performance of the proposed Contract.

The Government may require the Tenderer to provide, at its own expense, additional legal opinions satisfactory to the Government issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer on any other matters arising from its tender.

- 12.4 A Tenderer shall also provide in Schedule 3 of Part 5 – Schedules the information in respect of the organization structure of the Tenderer and the Licensees.

13. User Reference

A Tenderer shall provide in Schedule 3 of Part 5 – Schedules a list of government users to whom similar services have been provided by the Licensees. If any of the above information is missing in a Tender and is not provided upon any request by the Government which may be made pursuant to Clause 17 of this Part, the Tender will not be considered further.

14. Counter-proposal

Any counter-proposal by a Tenderer on any aspect of the Tender may, at the Government's absolute discretion, render its Tender not to be considered further.

15. Basis for Acceptance

- 15.1 In this tendering exercise, a maximum of **TWO** Tenderers will be awarded the Contract for provision of the Services. Acceptance of the offer will be made according to the assessment criteria as stipulated in Clause 16 below.
- 15.2 Notwithstanding anything contained herein to the contrary, the Government is not bound to accept the lowest offer of individual Locations or any Tender.

16. Tender Assessment

Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Document, the evaluation of Tenders will be conducted as follows:

(a) Completeness Check

A completeness check will be conducted by checking whether the Tender has been submitted in accordance with the procedural requirements stipulated in the Tender Document. **Failure to submit any one of the documents as set out in Clause 5.3 of this Part will render a Tender invalid and it will not be considered further.**

(b) Assessment of Compliance with Essential Requirements

A Tender which has passed the completeness check will be assessed for its compliance with the Essential Requirements stipulated in Clause 4 above. **Any Tender which fails to meet any one of the Essential Requirements will not be considered further.**

(c) Assessment of Coverage of Services to Remote Sites

Tenders which fulfill all the Essential Requirements will be assessed for full service coverage to Remote Sites.

Due to technical constraint, no more than **TWO (2)** service providers are allowed to connect to the network equipment at HQ. No more than two Tenderer would be selected for provision of the Services.

(d) Price Assessment

The offered prices of the Tenderer's proposal, which can provide full service coverage alone, or TWO proposals respectively from two Tenders, which in combined can provide full service coverage, would be compared on Locations basis. In the latter case, if both proposals offer for one particular location, the offer with lower Monthly Rental would normally be selected.

For price assessment purpose, any payment discounts offered by any Tenderer will **NOT** be taken into consideration.

17. Request for Information

In the event that the Government determines that:

- (a) clarification in relation to any part of the Tender is necessary; or
- (b) a certain document or a piece of information is missing in the Tender (other than the price information required in Schedule 1 of Part 5 – Schedules, or a duly completed and signed Part 7 – Offer to be Bound, or other items in respect of which it is expressly specified that if found missing after the Tender Closing Date, will result in the tender not being considered further),

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the document or information. The Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document. A Tender will not be considered further if complete information or document is not provided as required by the deadline specified in the request, or in the case of clarification, such clarification is not acceptable to the Government. As an alternative to seeking clarification or submission, the Government may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

18. Tenderer's Enquiries

- 18.1 Any enquiries from the Tenderer concerning this Tender Document, including Part 6 – Specifications up to the date of lodging its Tender with the Government shall be made

in writing to:

Director of Agriculture, Fisheries and Conservation,
Agriculture, Fisheries and Conservation Department,
6/F., Cheung Sha Wan Government Offices,
303 Cheung Sha Wan Road, Kowloon,
Hong Kong.

(Attn.: Systems Manager)
Fax No. : (852) 2110 2934

- 18.2 After lodging a Tender with the Government, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government concerning its Tender or these Tender Documents. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.

19. Saving

The Government is not bound to accept the lowest offer or any Tender and reserves the right to cancel the Tender on the ground of public interest.

20. Unreasonably Low Price

The Government may require a Tenderer who in the opinion of the Government, has submitted an unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such Tenderer is capable of carrying out and completing the Contract. Failing to justify and demonstrate to the Government's satisfaction would entitle the Government to reject the Tender without having to give any reason(s) for the rejection.

21. Tender Negotiation

The Government reserves the right to negotiate with any Tenderer about the terms of its Tender.

22. Award of Contract and Contract Deposit

- 22.1 The successful Tenderer will receive a Letter of Conditional Acceptance, by fax or post, from the Government notifying conditional acceptance of offer. This Letter of Conditional Acceptance will, notwithstanding any content therein to the contrary, have the effect that the Government accepts its Tender (as the case may be and as specified therein) subject by way of condition precedent to the Contract to the delivery of Contract Deposit pursuant to Clause 22.2 of this Part and any other conditions as the Government may specify therein.

- 22.2 Should the Estimated Contract Value exceed HK\$1.43 million, the successful Tenderer

shall furnish a Contract Deposit to the Government within fourteen (14) days from the date of receipt of Letter of Conditional Acceptance, a minimum of 2%, or 5% if the Tenderer fails in the financial vetting, of the Estimated Contract Value as a security for the due and faithful performance of the Contract. The Contract Deposit may be payable either in cash or in the form of a banker's guarantee in substantially the form as appears in **Appendix A** to Part 4 – Conditions of Contract, issued by a bank holding a valid banking licence under the Banking Ordinance (Cap. 155). Tenderers should elect the method they prefer in Schedule 2 of Part 5 – Schedules. In the event that a Tenderer fails to elect the method of providing a Contract Deposit in Schedule 2, it will be assumed that the Tenderer will pay the Government the Contract Deposit by way of cash.

- 22.3 Upon and subject to the successful Tenderer having duly complied with Clause 22.1, and such other conditions as may be specified in the Letter of Conditional Acceptance by the specified deadline, a legally binding Contract will come into existence between the Government and the successful Tenderer.
- 22.4 If the successful Tenderer who receives the Letter of Conditional Acceptance fails to comply with Clause 22.1, the Letter of Conditional Acceptance will lapse and be of no further effect and the Government Representative shall be at liberty to award the relevant Contract to another Tenderer who is fully capable of undertaking the Contract and whose Tender is determined by the Government to be the most advantageous to the Government.
- 22.5 The Government will notify all Tenderers the result of the tendering exercise as soon as practicable. Tenderers who do not receive any notification within the Validity Period may assume that their Tenders have not been accepted.

23. Offering Gratuities

The Tenderer shall not and shall ensure that its employees, agents and sub-contractors shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, disqualify its Tender.

24. Costs of Preparing the Tender

Every Tenderer submits its Tender at its own cost and expense. The Government will not be liable for any costs and expenses whatsoever incurred by the Tenderer in connection with the preparation or submission of its Tender or in any related communication with the Government, whether before, on or after the Tender Closing Date.

25. Personal Data Provided

- 25.1 The personal data of any individual provided by the Tenderer in the Tender will be used for Tender evaluation and contract award purposes.

- 25.2 The personal data provided in the Tender may be disclosed to the parties responsible for Tender evaluation in other government departments and non-government organizations.
- 25.3 Individuals to whom the personal data belongs have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the personal data provided in the Tender.
- 25.4 Enquiries concerning the personal data collected by means of the Tender, including the making of access and corrections, should be addressed to Personal Data Privacy Officer of the department issuing the Tender Documents.

26. Consent to Disclosure

For the purposes of this invitation to tender, including without limitation for evaluation and processing purposes, and for all other purposes arising from or incidental to this invitation to tender (including resolution of any dispute arising from this invitation to tender), the Government shall have the right (but not obligation to whomsoever) to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information concerning any of the Tenderers or the Tender submitted by that Tenderer, without any further reference to that Tenderer, including but without limitation the name of the Tenderer and the prices proposed in its Tender.

27. Cancellation of Tender

The Government may at any time cancel this Tender on the ground of public interest.

28. Agreement on Government Procurement of the World Trade Organization

This Tender is covered by WTO GPA and the provisions of the WTO GPA will apply to this Tender. Tenderers are requested to note that a Review Body on Bid Challenges (under WTO GPA) (“the Review Body”) has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body (“the Rules”) which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department or which may be sent to the interested parties upon request. In the event that a Tenderer believes that a breach of the WTO GPA has occurred, the Tenderer may, within ten (10) working days after he/she knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the Tenderer is encouraged to seek resolution of its complaint in consultation with the Government before lodging a complaint to the Review Body. In such instances, the Government shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body. Tenderers are also to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than thirty (30) days after the basis of the challenge is known or reasonably should have been known.

29. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers will be destroyed three (3) YEARS after the date the Contract has been awarded.

30. Statement of Compliance

A Tenderer shall confirm in Schedule 4 of Part 5 –Schedules that the Services offered are in compliance with Part 6 – Specifications. Without prejudice to other provisions of the Tender Documents, a Tenderer who expressly indicates non-compliance with any of the Essential Requirements in Part 6 – Specifications will result in its Tender not being considered further.

31. Offer to be Binding

31.1 All parts of the Tender Documents submitted and offered by the Tenderer will be binding on the Tenderer. A Tenderer is deemed to have satisfied itself as to the correctness of its Tender. In the event that a Tenderer discovers an error in its Tender after the Tender has been deposited, the Tenderer may correct the same in a separate letter before Tender Closing Date. No request for adjustment or variation whatsoever will be allowed or entertained after the Tender Closing Date.

31.2 By signing the Part 7 – Offer to be Bound, a Tenderer confirms that its offer has been made subject to the terms and conditions contained in the Tender Documents, and any variation or adjustment agreed with the Government and upon being accepted by the Government, be incorporated into and form part of the Contract.

32. Contractor's Performance Monitoring

Tenderers are advised that shall the Government award the Contract to the successful Tenderer, its performance of the Services under the Contract will be monitored and may be taken into account when the Government evaluates any tenders or quotations that the successful Tenderer may submit in future. A Tender will be rejected if by the Tender Closing Date, the Tenderer is under suspension from tendering for the government tenders.

33. New Information Relevant to Qualified Status

Tenderers 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.

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 4 – CONDITIONS OF CONTRACT

Contents

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**APPENDIX A – FORM OF BANKER'S GUARANTEE FOR PERFORMANCE OF
CONTRACT**

CONDITIONS OF CONTRACT**1. Contract Period**

- 1.1 Subject to Clause 22.1 of this Part, the Contract Period will commence from the date of Letter of Conditional Acceptance until the Expiry Date, subject to any provision for sooner termination or extension of the Contract as is provided for in the Contract.
- 1.2 The Preparation Period for each Connection shall commence from the date of an Order to the Acceptance Date of the Connection, during which the Contractor shall render the Connection Ready for Use. Under no circumstances the Preparation Period for each Connection should exceed two (2) weeks from the date of an Order for a Connection.
- 1.3 The intended Commencement Month and the Service Period of each Connection is set out in Annex 1 of Part 6 – Specifications for Contractor's reference only. The actual Service Period for each Connection shall commence from the Acceptance Date of the Connection until the Expiry Date, both dates inclusive.
- 1.4 The Government may by notice in writing of not less than one (1) month extend the Contract Period for up to six (6) months in aggregate.

2. Contractor's Obligation

The Contractor shall:

- (a) provide, install, test and commission the Connection to make offer in accordance with Clause 3;
- (b) provide, install, test and commission any Additional Connection as required by the Government Representative in accordance with Clause 4;
- (c) throughout the Contract Period, make available for use by Government under the Contract and maintain in accordance with Section 7 of Part 6 – Specifications all Connection and Additional Connection (if any);
- (d) comply with all reasonable instructions of the Government Representative in relation to provision of the Services;
- (e) notify the Government Representative forthwith of any matter that may materially affect the Contractor's provision of the Services under this Contract; and
- (f) at all times throughout the Contract Period comply with all laws, regulation and by-laws applicable to the Services including without limitation obtaining and maintaining any authorization, licences, permits and approvals under any of such laws, regulation and by-laws.

3. Preparation and Acceptance of the Connection

3.1 AFCD may request Services from time to time in relation to Connection between HQ and Remote Sites by the issuance of an Order. The Contractor shall render the Connection Ready For Use in accordance with the Order and Part 6 – Specifications.

3.2 The Contractor shall install ME port and complete the work at the Locations (Remote Sites and HQ) within two (2) weeks from the date of an Order of the Connection. Upon completion of the work required under the Order, the Contractor shall notify AFCD in writing that the Connection are ready for Acceptance Test as detailed in Annex 3 to Part 6 – Specifications.

3.3 Acceptance Letter

(a) Upon the successful completion of an Acceptance Test to be conducted by the Contractor, an Acceptance Letter will be issued by AFCD to the Contractor indicating the successful commissioning of the Connection. This date of issuance of an Acceptance Letter is the Acceptance Date.

(b) The issuance of an Acceptance Letter shall nevertheless be without prejudice to any claim of the Government in respect of any fault/defect which may subsequently become apparent or discovered.

3.4 The Contractor shall conduct the Acceptance Test each time upon a Connection established successfully. In the event of any Connection failing to pass any of the Acceptance Test, the Contractor shall forthwith take all necessary remedial measures to ensure that the Connection passes the Acceptance Test and provision of any Services requested by the Government will not be affected by failure of any Connection to pass any Acceptance Tests.

3.5 Notwithstanding any other provisions herein contained, the Government shall be entitled to terminate the Contract should the Contractor fails the Acceptance Test for any Connection.

3.6 The Contractor shall provide relocation services of ME port within six (6) weeks from the date of an Order issued by AFCD.

3.7 The Contractor shall provide re-configuration services for subscribed Connection(s) in respect of the change of VLAN property (including but not limited to change of VLAN number) that involve no change of ME port type within one (1) week from the date of an Order issued by AFCD.

3.8 The Contractor shall provide reconfiguration services for subscribed Connection in respect of the change of bandwidth (including upgrade and downgrade) that involve no change of ME port type within one (1) week from the date of an Order issued by AFCD.

4. Additional Connection

4.1 The Contractor shall at any time during the Service Period, as and when required by

the Government by giving not less than one (1) month prior notice in writing, provide, install or relocate, test and commission such Additional Connection, in such quantities, at such Locations and in such manner as the Government Representative may specify.

- 4.2 Any Additional Connection provided under Clause 4.1 shall not be put to use unless and until the Government Representative has issued an Acceptance Letter in respect of the Additional Connection in accordance with Clause 3.3 above.

5. Maintenance and Rental of Connection

- 5.1 The Contractor shall maintain all Connection in full and proper working order in accordance with Section 7 of Part 6 – Specifications.

- 5.2 The Contractor shall rent to and make available for use by the Government the Connection in accordance with Part 6 – Specifications.

- 5.3 Notwithstanding anything to the contrary herein contained, the Government Representative may at any time and from time to time during the Service Period, by giving not less than one (1) month prior written notice (or such shorter period of notice as the parties may agree) served upon the Contractor, modify, reconfigure or remove any Connection from Annex 1 to Part 6 – Specifications; and except to the extent of such modification, reconfiguration or removal, the duties and obligations of the Contractor under this Contract shall remain unchanged but the Fee shall be adjusted in accordance with Clause 5.4 below.

- 5.4 Following any modification or reconfiguration under Clause 5.3 above, the Monthly Rental shall be correspondingly adjusted on the basis of the rates of charges stipulated in Schedule 1 of Part 5 – Schedules.

- 5.5 Where any Connection has been removed under Clause 5.3 above, the Monthly Rental in respect of such Connection shall cease to be payable from the date of the removal.

- 5.6 In the event that the Contractor removes any Connection (or any parts thereof) provided under the Contract for overhaul or repair, the Contractor shall, unless otherwise agreed by the Government, bear all the relevant costs and expenses arising out of such removal, including without limitation, the packing, carriage and insurance costs incurred in the dismantlement, removal, overhaul, repair, return, re-installation and re-testing of such Connection, equipment or any parts thereof.

- 5.7 The provisions in Clause 5.1 to 5.6 shall, where the context permits, apply to any Additional Connection.

6. As-built Records

The Contractor shall furnish the Government with a full set of as-built plans, wiring diagrams, port assignments, configurations, bandwidths and drawings in respect of all Connection specified in an Order.

7. Termination of the Contract

- 7.1 Notwithstanding any other provisions herein, the Government may terminate the Contract at any time before its expiry by giving not less than three (3) months' prior notice in writing to the Contractor.
- 7.2 This Contract may be terminated forthwith by notice in writing given to the Contractor by the Government if the Contractor:-
- (a) fails to obtain any of the Acceptance Letter.
 - (b) commits a breach of any fundamental term of this Contract.
 - (c) is at any time adjudged bankrupt, or shall have a receiving order or orders for administration of its estate made against it, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purports so to do.
 - (d) being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- 7.3 Any termination under this Clause shall not prejudice or affect any antecedent right and obligation of either party.
- 7.4 Upon expiry or termination of the Contract in accordance with the terms and conditions of the Contract hereof, the Contractor shall, at its own costs and expenses:-
- (a) disconnect and remove each any every Connection provided under the Contract with due care and diligence causing as little inconvenience or disruption as possible to the Government; and
 - (b) within a reasonable time make good any physical damage caused to any property of the Government or of any other person and reinstate such property in a good and workmanlike manner, failing which the Contractor shall pay, promptly and fully, compensation for such damage caused or costs incurred by the Government in making good such damage.

8. Contractor's Undertakings

The Contractor warrants and undertakes to the Government that:-

- (a) the Contractor has the full capacity, power and authority to enter into this Contract;
- (b) every Connection and Additional Connection shall be free from defects in design, material, workmanship and installation during the continuance of the

Contract;

- (c) every Connection and Additional Connection shall, at all times during the continuance of the Contract, conform fully to the standards and requirements specified in the Specifications and be in full and proper order;
- (d) the Contractor has good and sufficient title in every Connection to enable the Government to use such Connection without disruption; and
- (e) the Services shall be performed in a timely and diligent manner and that the Contractor and any person employed, used or engaged by the Contractor for the performance of its duties and obligations under the Contract shall use all experience, skill, care and diligence in the performance of the Services and the discharge of all its duties and obligations under the Contract as may be expected from a person who is an expert in performing services of a similar kind.

9. Payment for Services

9.1 In consideration of the provision of the Services by the Contractor according to this Contract and to the full satisfaction of the Government.

9.2 Payment for Services, without prejudice to Clause 10, are as follows -

- (a) for Services provided by the Contractor under Clause 3.1, the “Total One-off Cost” specified in Clause 5.3 of Schedule 1 of Part 5 – Schedules;
- (b) for Services provided by the Contractor under Clause 3.6 – 3.8 and 4.1, the Port Setup Charge, Internal Relocation Charge or Re-configuration Charge as specified in Clause 4 of Schedule 1 of Part 5 – Schedules, as the case may be; and
- (c) for Services provided by the Contractor under Clause 5.2, the Monthly Rental specified in Schedule 1 of Part 5 – Schedules;

9.3 The Contractor shall invoice the Government:-

- (a) for Services provided under Clause 3.1, after obtaining the Acceptance Letter;
- (b) for Services provided under Clause 3.6 – 3.8 and 4.1, after obtaining the Acceptance Letter; and
- (c) for Services provided under Clause 5.2 for any given month after the commencement of services, within 30 days after the first day of that month.

9.4 Payments due and payable to the Contractor will normally be made after due presentation of accurate invoice with supporting documents required by the Government, as follows:

- (a) 60 days from the receipt of an invoice issued by the Contractor under Clause 9.3(a).

- (b) 30 days from the receipt of an invoice issued by the Contractor under Clause 9.3(b).
 - (c) 30 days from the receipt of an invoice issued by the Contractor under Clause 9.3(c) the Monthly Rental.
- 9.5 If the Service Period in relation to a Connection does not commence from the first day of a month, the Monthly Rental for the first month of the Connection shall be calculated on a pro-rata basis.
- 9.6 All invoices and correspondence for payments should be sent to the Government Representative's address in Clause 23.3. The Government shall not be held responsible for any delay in payment for inaccurate or unsupported invoices or use of inaccurate recipient's addresses.

10. Price Adjustment

Notwithstanding anything to the contrary herein contained, if the Contractor's "listed monthly rental" for any Connection of the same type of port and bandwidth shall fall below the Monthly Rental set out in Schedule 1 of Part 5 – Schedules, the Monthly Rental in respect of that Connection shall be automatically adjusted, with effect from the next payment due, to the level of the "listed monthly rental". For the purpose of this Clause, "listed monthly rental" shall mean the monthly rental for the Fixed Internal Services published from time to time by the Contractor in the gazette / tariff notices in the website of OFCA (www.ofca.gov.hk).

11. Liquidated Damages

- 11.1 If the Contractor shall fail to render any Connection Ready For Use on or before the expiry of the Preparation Period in respect of the Connection, the Contractor shall pay to the Government a liquidated damage which shall be charged for each day and every part of the day of such delay from the date of the expiration of the Preparation Period to the date on which the Contractor commences to provide the Connection Ready For Use calculated at the rate of 2.5% of the Monthly Rental of the Connection.
- 11.2 The payment of liquidated damages shall be without prejudice to the right of the Government to terminate the Contract. The payment of such sums shall not relieve the Contractor from its obligations to provide such or other Services or from any other liability or obligations under the Contract.

12. Reliability

- 12.1 The Contractor should warrant the service compliance with the Serviceability Level and MTBF as stipulated in Section 1 of Annex 2 to Part 6 – Specifications ("Committed Serviceability Level" and "Committed MTBF" respectively).

- 12.2 In the event that any Connection cannot achieve the Committed Serviceability Level, the following amount shall be deducted from the Fee for the Connection and to be calculated below as and for liquidated damages:

$$\frac{(A - B) \times C}{E} + (A - B) \times D$$

- Where A = the Committed Serviceability Level
 B = the Actual Serviceability Level
 C = the Port Setup Charge
 D = the Monthly Rental (Monthly Port Rental + Monthly Bandwidth Charge)
 E = the Service Period (in months)

- 12.3 In the event that any Connection cannot achieve the Committed MTBF, the following amount shall be deducted from the Fee for the Connection and to be calculated below as and for liquidated damages:

$$\frac{(A - B) \times C}{E \times 30 \times 24} + \frac{(A - B) \times D}{24 \times 30}$$

- Where A = the Committed MTBF
 B = the Actual MTBF
 C = the Port Setup Charge
 D = the Monthly Rental (Monthly Port Rental + Monthly Bandwidth Charge)
 E = the Service Period (in months)

- 12.4 Without prejudice to any other rights and claims of the Government, in the event that Government detects error due to incorrect setting or configuration of a Connection that makes a Connection fails to conform to any of the specifications in Part 6 – Specifications, including but not limited to, incorrect configuration of VLAN or leakage of data from or to the Connection, an amount equivalent to the relevant Monthly Rental for such Connection as specified in Clause 9 shall not be payable by the Government as and for liquidated damages for such non-conformity.

13. 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 this Contract or any other contracts.

14. Variation

Subject to the terms and conditions of the Contract, no waiver, cancellation, alteration or amendment of or to the terms and conditions of the Contract shall be

valid unless made by an instrument in writing and duly signed by both parties.

15. Assignment

15.1 Neither party shall assign or otherwise transfer the Contract or any of its rights and obligations there under whether in whole or in part without the prior consent of the other. This shall include the assignment of the Contract in whole or in part to the Contractor's parent corporation or a company within the same group. Any assignment by the Contractor in breach of this Clause shall be a fundamental breach and shall entitle the Government to immediately and without notice terminate the Contract.

15.2 Any assignment approved by the parties under Clause 15.1 above shall be in the standard format approved by the Government.

16. Sub-Contracting

The Contractor may, subject to the prior written approval of the Government, engage the services of sub-contractors to assist it with its duties under this Contract provided that the Contractor:

- (a) shall not be relieved from any of those duties by engaging any such sub-contractor and shall remain fully liable to the Government for their performance; and
- (b) shall, without argument or delay, first secure legally binding obligations from any such sub-contractor in providing its services to the Contractor and which are entirely consistent with the performance by the Contractor of its obligations under this Contract (including this Clause).

17. Government Property

Where any Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or its servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representative and the Contractor shall render such assistance as is necessary for this purpose.

18. Government Premises/Contractor's Premises

18.1 The Contractor shall ensure that all persons engaged by it in carrying out the Services keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

18.2 Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representative at all reasonable times.

19. 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.

20. Liability for Damages & Indemnity

20.1 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 however 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.

20.2 The Contractor shall indemnify the Government and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of:

- (a) any loss, damage, injury or death referred to in Clause 20.1 (save and except for injury or death caused by the Negligence of Government or any of its employees or agents); and
- (b) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.

20.3 The Contractor shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to any employee or agent of the Government arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.

20.4 In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 3 clear days give notice in writing of such injury or death to the Government Representative.

20.5 For the purposes of this Clause, 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.

21. Confidentiality

- 21.1 The Contractor shall treat as confidential all information, drawings, specifications, documents, contract, design materials and all other data (including without limitation any personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) and materials of any nature (in or on whatever media)) accessible by the Contractor under this Contract or which the Government has for the purposes of or in the course of performing this Contract disclosed supplied made available or communicated to the Contractor and which the Government has designated as confidential PROVIDED THAT this Clause 21.1 shall not extend to any information which was rightfully in the possession of the Contractor during the tendering exercise or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 21.2 The Contractor shall indemnify and keep the Government its employees and authorised persons fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising from or incurred by reason of any actions and/or claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Cap. 486) which action and/or claim would not have arisen but for the negligence or omission of the Contractor, any of its employees, sub-contractors or agents (or any one acting on its/their behalf) in connection with the provision or receipt of the Services or any services provided under this Contract.
- 21.3 The Contractor hereby agrees that it will use the confidential information described in Clause 21.1 solely for the purposes of this Contract and that it will not, at any time whether during or after the completion, expiry or termination (howsoever occasioned) of this Contract use or allow to be used the same for any other purposes without the Government's prior written consent.
- 21.4 The Contractor undertakes to take all such security measures for the protection of the information, documentation and materials which it is obliged by Clause 21.1 to keep secret and treat as confidential as it takes for the protection of its own confidential or proprietary information, documentation and materials.
- 21.5 The Contractor shall ensure that each of its employees, agents, associates, sub-contractors, consultants and any other persons engaged in any work in connection with this Contract are aware of and comply with the provisions of this Clause and the Official Secrets Ordinance (Cap. 521) and the Contractor shall indemnify the Government and keep the Government fully and effectively indemnified against all actions, costs (including without limitation the fees and disbursements of lawyers, agents and experts witnesses), claims, demands, expenses, loss, damage and liabilities whatsoever which the Government may suffer, incur or sustain as a result of any breach of confidence (whether under this contractor general law) by any such persons.
- 21.6 The Contractor undertakes, if so requested by the Government, to sign the Government's separate confidentiality agreement in a form prescribed by the Government and to procure each of its employees, agents, associates, sub-contractors and consultants to whom any confidential information is required to be disclosed to do so.

- 21.7 The Contractor further agrees that it will not at any time whether itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or otherwise deal in any confidential information supplied to it by the Government or obtained by it while performing this Contract.
- 21.8 The Contractor shall promptly notify the Government and give the Government all reasonable assistance in connection with any proceedings which the Government may institute against any such persons pursuant to any of the provisions in this Clause.
- 21.9 The provisions of this Clause shall survive the termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

22. Contract Deposit

- 22.1 Should the Estimated Contract Value exceed HK\$1.43 million, the Contractor shall furnish a Contract Deposit to the Government within fourteen (14) days from the date of receipt of Letter of Conditional Acceptance, a minimum of 2%, or 5% if the Contractor fails in the financial vetting under Clause 8.4 of Terms of Tender, of the Estimated Contract Value as security for the due and faithful performance of the Contract. The Contract Deposit may be payable either in cash or in the form of a banker's guarantee in substantially the form as appears in **Appendix A to this Part** issued by a bank in Hong Kong holding a valid banking licence under the Banking Ordinance (Cap. 155).
- 22.2 Upon the expiry or sooner termination of the Contract and on condition that all the Contractor's obligations have been performed and discharged to the satisfaction of the Government and subject to the Government's exercise of its right to make any deduction from the Contract Deposit under Clause 22.3, the Government shall refund the balance of the Contract Deposit, if paid in cash, to the Contractor, without interest. If a banker's guarantee is provided, such guarantee shall be discharged or released on condition that all the Contractor's obligations shall have been observed and complied with to the satisfaction of the Government Representative and after the recovery of any sums due from the Contractor to the Government.
- 22.3 If the Contractor shall be in breach of any provision of the Contract, without prejudice to any other rights or remedies the Government has or may have against the Contractor, the Government may deduct from the Contract Deposit (and in the event that the Contract Deposit is paid by the way of a banker's guarantee, to call on the banker's guarantee the amount) of any costs, damages, losses or expenses incurred or suffered by the Government as a result of (whether directly or indirectly) such breach by the Contractor, and any sums that are due to the Government under the Contract whether or not demand has been made.
- 22.4 The Contract Deposit shall be wholly forfeited to the Government in the event of the Contract being terminated in accordance with the terms hereof (save in the case of termination by notice pursuant to Clause 7.1).
- 22.5 If any deduction is made by the Government from the Contract Deposit or a call is

made on the banker's guarantee during the Contract Period, the Contractor shall, within twenty-one (21) days on demand in writing by the Government Representative, deposit a further sum, or reinstate the level or extent of the banker's guarantee in a sum equal to the amount so deducted or so called which further sum shall be added to the residue of and form part of the Contract Deposit, or procure the issuance of a fresh banker's guarantee.

- 22.6 If the Contractor fails to replenish the Contract Deposit in accordance with Clause 22.5, without prejudice to any other rights or remedies which the Government has or may have against the Contractor, the Government may terminate the Contract forthwith by notice in writing to the Contractor.

23. Exchange of Correspondence

- 23.1 This Contract is arranged on behalf of AFCD and payment in respect of the Goods supplied thereof shall be arranged by AFCD. To enable speedy payment to be made, invoices and correspondence concerning payment should be forwarded to the Director of AFCD. The Government shall not be held responsible for any delay in payment if invoices and correspondence concerning payment are not properly addressed.

- 23.2 The Contractor should note that any correspondence on any contractual matters should be addressed to the Director of AFCD (Attn.: Supplies Officer) at facsimile: (852) 2735 4516 for processing.

- 23.3 Correspondence on technical matters may be exchanged between the Contractor and the Director of AFCD (Attn.: Systems Manager) at facsimile: (852) 2110 2934 provided that any such correspondence is copied to the Director of AFCD (Attn.: Supplies Officer) in accordance with Clause 23.2 above.

24. Severability

In the event that any provision of the Contract or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable under any applicable law of Hong Kong, such provision or such part of such provision, as the case may be, to but only to the extent required by such law, shall be severed from the Contract and rendered ineffective so far as possible without modifying the remaining provisions thereof.

25. Time of the Essence

Time shall be of the essence of the Contract, both as regards the times, dates and periods mentioned and as to any times, dates and periods as may be substituted by agreement in writing by the Government and the Contractor.

26. Non-waiver

No failure, delay, forbearance, or indulgence by the Government and other parties relating to the exercise of any right, power, privilege or remedy provided under this Contract shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by Government and other parties to this Contract, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided under this Contract or the laws of Hong Kong (all of which are several and cumulative and are not exclusive of each other).

27. Corrupt Gifts

27.1 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.

27.2 The Contractor shall be liable of all expenses necessarily incurred by the Government as the result of the termination of the Contract.

28. Publicity

The Contractor shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or 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 material without the prior written consent of the Government Representative.

29. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

30. Service of Notice

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Contract or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered by hand or by pre-paid letter or facsimile and shall be deemed to have been served if by hand when delivered, if by post 48 hours after posting and if by facsimile when dispatched.

31. Insurance

- 31.1 The Contractor shall throughout the Preparation Period and at its own cost take out and maintain a public liability insurance (“Insurance Policy”) with a minimum indemnity amount of HK\$10,000,000 per incident and for an unlimited number of claims arising during the Preparation Period from injury to or death of any persons and for loss or damage to any properties whatsoever where such injury, death, loss or damage (as the case may be) is caused by or arises out of any act, negligence or default of the Contractor or its employees, agents or sub-contractors.
- 31.2 The Insurance Policy shall:
- (a) be for the benefit in the name of the Contractor;
 - (b) contain a clause whereby the insurer shall irrevocably and unconditionally waive any right of subrogation or any other right or claim against the Government; and
 - (c) be issued by an insurance company authorized to carry on the relevant insurance business under the Insurance Companies Ordinance (Cap. 41).
- 31.3 Upon commencement of the Contract, the Contractor shall deposit with the Government Representative for record, and immediately upon renewal, copies of such policies of insurance, or if not available, copies of the insurance certificates, together with the receipt of payment of the current premium, certified as true and correct by the project manager.
- 31.4 Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Insurance Policy.
- 31.5 The Contractor shall conform to the terms and conditions of the Insurance Policy and all reasonable requirements of the insurer in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Contractor shall not do or permit or suffer to be done any act or omission whereby any of the Insurance Policy shall be rendered void or voidable, or which would otherwise amount to a breach of the Insurance Policy. The Contractor shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Contractor to observe and comply with this Clause.

APPENDIX A**FORM OF BANKER'S GUARANTEE FOR PERFORMANCE OF CONTRACT**

THIS GUARANTEE is made the day of
 BETWEENof
, a
 bank within a meaning of the Banking Ordinance (Cap. 155) (hereinafter called the
 "Guarantor") of the one part and The Government of the Hong Kong Special Administrative
 Region (hereinafter called the "Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the day
 of made between
 of
 (hereinafter called the "Contractor") of the one part and the Government of the other part
 (designated as Government Logistics Department Contract No. of),
 the Contractor agreed and undertook to perform the Provision of Metro Ethernet Services for
 the Agriculture, Fisheries and Conservation Department of the Government upon the terms and
 conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and
 conditions hereinafter appearing, the due and faithful performance of the Contract by the
 Contractor.

Now the Guarantor HEREBY AGREES with the Government as follows:-

- (1) Where applicable, words and expressions used in this Guarantee shall have the
 meaning assigned to them under the Contract.
- (2) In consideration of the Government entering into the Contract with the Contractor-
 - (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and
 punctual performance and discharge by the Contractor of all of his, her and their
 obligations and liabilities under the Contract and the Guarantor shall pay to the
 Government on demand and without cavil or argument all monies and discharge
 all liabilities which are now or at any time hereafter shall become due or owing
 by the Contractor to or in favour of the Government under or in connection with
 the Contract together with all costs, charges and expenses on a full indemnity
 basis which may be incurred by the Government by reason or in consequence of
 any default on the part of the Contractor in performing or observing any of the
 obligations terms conditions stipulations or provisions of the Contract.
 - (b) The Guarantor, as a principal obligor and as a separate and independent
 obligation and liability from its obligations and liabilities under sub-clause (a)
 above, irrevocably and unconditionally agrees to indemnify and keep
 indemnified the Government against and shall pay to the Government on
 demand and without cavil or argument all losses, damages, costs, charges and
 expenses on a full indemnity basis suffered or incurred by the Government
 arising from or in connection with the failure of the Contractor to perform fully

or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.

- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of such all losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assent to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;
- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganization arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;

- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorizes the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.
- (7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until-
- (a) the date falling three months after the expiry of Contract; or
 - (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,
- whichever is the later.
- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.
- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.
- (11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the Courts of Hong Kong.
- (12) All documents arising out of or in connection with this Guarantee shall be served:
- (a) upon the Government, at the Agriculture, Fisheries and Conservation Department of 5/F., Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon, Hong Kong, Director of Agriculture, Fisheries and Conservation marked for the attention of Supplies Officer, facsimile number (852) 2735 4516;

(b) upon the Guarantor, at _____,
Hong Kong, marked for the attention of _____,
facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed

IN WITNESS whereof the said Guarantor has caused its Common Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal] of the said)
Guarantor was hereunto affixed)
in the presence of)
.....)
[Name(s)], [Title(s)])

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney date)
..... and deed of delegation)
dated)
by)
[Name], [Title])
and in the presence of)
.....)
[Name], [Title])

* Please delete as appropriate

@ See Powers of Attorney Ordinance Cap. 31

Note : When bank guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the origin must be submitted.

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 5 – SCHEDULES

Contents

Schedule 1 – Price Schedule

Schedule 2 – Payment Discounts and Contract Deposit Payment Method

Schedule 3 – Company/ Business Organization Details

Schedule 4 – Statement of Compliance

Schedule 1 - Price Schedule

1. Pricing Model

The charges payable by the Government for the Services shall be as follows. All Services items are on demand only and are subject to the issuance of an Order by AFCD:

- i) Cost of new Port setup and commissioning
= Port Setup Charge, (C)
- ii) Monthly Rental
= Monthly Port Rental, (J) + Monthly Bandwidth Charge, (F)
- iii) Cost for Port re-configuration due to change of bandwidth or VLAN property that involves no change of Client Port type
= Re-configuration Charge, (D)
- iv) Cost for Port re-configuration due to change of bandwidth that involves Host/Client Port changed from Ethernet to Fast Ethernet, or vice versa
= Port Setup Charge, (C), for Host/Client Port type after change
- v) Cost for internal relocation of Host/Client Port that involves no change of Host/Client Port type
= Internal Relocation Charge, (G)

where

(C) & (G) shall be indicated in Clause 4.1;

(D) shall be indicated in Clause 4.2; and

(J) & (F) shall be indicated in Clause 4.3.

- 2. If any of the above Services items are to be offered free of charge, put “0” in the corresponding entries of the tables in Clause 4 herein.
- 3. The cost related information is used for cost evaluation purpose. The quantity and bandwidth may change according to the actual requirement. The information provided in this Schedule 1 is for Tenderer’s reference only which the Government does not bound itself to adhere.

4. Prices

4.1 Host/Client Port Charge

The Host/Client Port Charge shall only be dependent on the Host/Client Port type (that is, Ethernet or Fast Ethernet) and independent on other factors such as distance between the Host/Client Port and the nearest exchange. There are two kinds of Host/Client Port Charge as tabulated below.

Host/Client Port type	Port Setup Charge, (C) (*HK\$/US\$)	Internal Relocation Charge, (G) (*HK\$/US\$)
Ethernet (E)		
Fast Ethernet (FE)		

Remarks:

- i) Port Setup Charge is payable only under the following situation:
 - (a) First time Port installation or
 - (b) Change of Port type such as Ethernet to Fast Ethernet Port, or vice versa.
- ii) Port Setup Charge would be required for relocating a Port from the existing premises to another premise or for changing the type of Host/Client Port.

4.2 Re-configuration Charge

Re-configuration Charge shall be a one-off charge per Port per written request for change of bandwidth or VLAN property. The charge shall be independent of Client Port type or bandwidth subscribed.

Re-configuration Charge, (D) (*HK\$/US\$)

Remarks:

- i) Only one entry of Re-configuration Charge shall be payable to the Contractor if the AFCD submits a written request for change of both bandwidth and VLAN property of the same Port to be performed on the same day by the Contractor.
- ii) There shall be no Re-configuration Charge payable during first time installation of Host/Client Port when Port Setup Charge is incurred.

* Delete where inapplicable

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

4.3 Monthly Port and Bandwidth Charge

Bandwidth is referring to the speed of data flow supported by the connection between Host Port and Client Port in either of the two directions simultaneously. The Monthly Bandwidth Charge shall only be dependent on the bandwidth subscribed between the Host Port and the Client Port.

Host/Client Port Type	Bandwidth (Mbps)	Monthly Port Rental, (J) (*HK\$/US\$)	Monthly Bandwidth Charge, (F) (*HK\$/US\$)	Monthly Rental, (J + F) (*HK\$/US\$)
Ethernet	1			
Ethernet	2			
Ethernet	3			
Ethernet	4			
Ethernet	5			
Ethernet	6			
Ethernet	7			
Ethernet	8			
Ethernet	9			
Fast Ethernet	10			
Fast Ethernet	11			
Fast Ethernet	12			
Fast Ethernet	13			
Fast Ethernet	14			
Fast Ethernet	15			
Fast Ethernet	16			
Fast Ethernet	17			
Fast Ethernet	18			
Fast Ethernet	19			
Fast Ethernet	20			
Fast Ethernet	25			
Fast Ethernet	30			
Fast Ethernet	35			
Fast Ethernet	40			
Fast Ethernet	45			
Fast Ethernet	50			

* Delete where inapplicable

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

5. Cost breakdown for provision of the Services

5.1 Client Ports

Tenderers shall indicate in the tables below the Remote Sites to which offer is made by marking in the column “Make Offer”. For those Remote Sites with offer made, Tenderers shall mark in the column “First Time Installation” if they are **not** the existing service provider for the site(s). The unit costs in the tables below MUST be the same as the itemized prices submitted under Clause 4 herein, i.e. C, J and F. Port Setup Charge (C) shall be induced for those site(s) marked with “First Time Installation”. Monthly Rental refers to summation of Monthly Port Rental (J) and Monthly Bandwidth Charge (F).

Tenderer should note the Essential Requirements as stipulated in Clause 4.1 of Terms of Tender that they must have ME service coverage to the specific Remote Sites to which the offer is made.

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
1.	AATO	Asia Airfreight Terminal Office (HK Airport)	E			2	Dec 2014	25		
2.	AFCD AO	AFCD Airport Office	E			2	Jan 2015	24		
3.	CPCT	Cathay Pacific Cargo Terminal (HK Airport)	E			2	Dec 2014	25		
4.	DAF	District Agricultural Office	E			2	Jan 2015	24		
5.	LMCCP	Lok Ma Chau Control Point	E			2	Dec 2014	25		
6.	LWICO	Lo Wu Import Control Office	E			2	Jan 2015	24		
7.	MPO-SKGO	Sai Kung Marine Park Office	E			2	Jan 2015	24		
8.	NTSAMC	NT South Animal Management Centre	E			3	Dec 2015	13		
9.	SKFO	Sai Kung Fisheries Office	E			1	Jan 2015	24		
10.	ST1O	Super Terminal 1 Office (HK Airport)	E			2	Jan 2015	24		
11.	STPQS	Shatin Plant Quarantine Station	E			3	Dec 2015	13		
12.	SWC	Shenzhen Western Corridor office	E			2	Jan 2015	24		
13.	TKLPBC	Ta Kwu Ling Operation Centre	E			6	Feb 2015	23		

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
14.	ABDMC	Aberdeen Management Centre & Ranger Office	E			2	Jun 2015	19		
15.	ABDVC	Aberdeen Visitor Centre	E			2	Jun 2015	19		
16.	AFO	Aberdeen Fisheries Office	E			6	Jun 2015	19		
17.	ATFO	Au Tau Fisheries Office	E			2	Jun 2015	19		
18.	CSWTWPM	Cheung Sha Wan Temporary Wholesale Poultry Market	E			1	Jun 2015	19		
19.	CSWWFM	Cheung Sha Wan Wholesale Food Market	E			1	Jun 2015	19		
20.	CSWWFMT205	Cheung Sha Wan Wholesale Food Market [Room T205]	E			4	Jun 2015	19		
21.	CSWWFMT213	Cheung Sha Wan Wholesale Food Market [Room T213]	E			4	May 2015	20		
22.	FCC	Fire Control Centre (Kowloon Hills)	E			2	Jun 2015	19		
23.	HKAMC	Hong Kong Animal Management Centre	E			5	Jun 2015	19		
24.	KHMC	Kowloon Hills Management Centre & Ranger Office	E			2	Jun 2015	19		
25.	KLNAMC	Kowloon Animal Management Centre	E			4	Jun 2015	19		
26.	LNEC	Lion Nature Education Centre (Sai Kung)	E			1	Jun 2015	19		
27.	MOSMC	Ma On Shan Management Centre	E			2	Nov 2014	26		
28.	MPWMC	Marine Parks (West) Management Centre	E			2	Jun 2015	19		
29.	NSRO	Nam Shan Ranger Office	E			2	Jun 2015	19		
30.	NTNAMC	NT North Animal Management Centre	E			5	Jun 2015	19		
31.	PTCMC	Pak Tam Chung Management Centre & Ranger Office	E			3	Dec 2014	25		

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
32.	QBMC	Quarry Bay Management Centre	E			2	Apr 2016	9		
33.	SMMC	Shing Mun Management Centre & Ranger Office	E			2	Apr 2016	9		
34.	SMRHO	Shing Mun Ranger Head Office	E			4	Jun 2015	19		
35.	SSBL	Sheung Shui Branch Laboratory - Sheung Shui Slaughterhouse	E			3	Jun 2015	19		
36.	STMC	Sham Tseng Management Centre	E			2	Mar 2016	10		
37.	TAILUNGPB13	Tai Lung Experimental Station - Livestock Farm Division	E			6	Jun 2015	19		
38.	TAILUNGPB2	Tai Lung Experimental Station - Crop Division	FE			10	Jun 2015	19		
39.	TCAMC	Tung Chung Au Management Centre & Ranger Office	E			2	Jun 2015	19		
40.	THMC	Tsiu Hang Management Centre	E			2	Sep 2015	16		
41.	TMC	Twisk Management Centre & Ranger Office	E			2	Jun 2015	19		
42.	TMTMC	Tai Mei Tuk Management Centre & Ranger Office	E			2	Jun 2015	19		
43.	TTGMC	Tai Tong Management Centre & Ranger Office	E			2	Jun 2015	19		
44.	TTMC	Tai Tam Management Centre & Ranger Office	E			2	May 2015	20		
45.	TTNFIU	Tai Tong Nursery Unit	E			2	Jun 2015	19		
46.	VETLAB	Tai Lung Veterinary Laboratory	E			6	Jun 2015	19		
47.	WOODSIDE	Woodside	E			2	Jun 2015	19		
48.	WPEC	Wetland Park Exhibition Centre	E			6	Jun 2015	19		
49.	WWFM	Western Wholesale Food Market	E			1	Jun 2015	19		
Total Bandwidth of Client Ports:							Total Monthly Rental for Client Ports:			

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

5.2 Host Ports

Tenderers have to provide two dedicated backbone links / Host Ports connecting to HQ if offer was made for one or more Client Ports as specified in Clause 5.1. The bandwidth requirement for the dual Host Ports should follow the following table:

Total Bandwidth of Client Ports (Mbps)	Bandwidth Requirement for EACH of the Host Ports Connecting to HQ (Mbps)
Below 21	5
21-40	6
41-60	10
61-80	15
81-100	20
101-120	25
121-140	30
141-160	35
161-180	40
181-200	45
201 or above	50

For evaluation purpose, the Commencement Month of Host Ports would be the same as the earliest Commencement Month of the Client Ports with offer made. The exact commencement date of Services for each of the Connection would be subject to further Confirmation in writing from the Government.

5.3 Estimated Contract Value

Number of NEW ports (N) = _____ (Client Ports marked with “First Time Installation” in Clause 5.1)

Total One-off Cost (O) = (N + 2) x Port Setup Charge (C)

= _____ (including two Host Ports)

Total Bandwidth of Client Ports = ____ Mbps (summation of bandwidth with offer made in Clause 5.1)

Bandwidth Requirements for Host Ports = 2 x _____ Mbps (map against table in Clause 5.2)

Monthly Rental for Host Ports (RH) = 2 x _____ (itemized price submitted under Clause 4)

Commencement Month of Host Ports = _____ (The earliest Commencement Month amongst the Client Ports with offer made)

Service Period for Host Ports (MH) = _____ months (from Acceptance Date of the Host Ports to the Expiry Date)

Total Monthly Rental for Host Ports (TH) = (RH) x (MH)

Total Monthly Rental for Client Ports (TC) = _____ (summation of Subtotal Monthly Rental with offer made in Clause 5.1)

Total Monthly Rental (M) = (TH) + (TC)

= _____

Estimated Contract Value = (O) + (M)

= _____

* Delete where inapplicable

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

5.4 Illustration

The following are the illustrations for the completion of Schedule 1. There is no indication to the acceptance of prices by the Government.

Case 1 – Tenderer, who is the existing service provider for Site No. 1 – 13, makes offer to the existing sites and one new site.

Host/Client Port type	Port Setup Charge, (C) (*HK\$/US\$)	Internal Relocation Charge, (G) (*HK\$/US\$)
Ethernet (E)	5,000	5,000
Fast Ethernet (FE)	5,000	5,000

Host/Client Port Type	Bandwidth (Mbps)	Monthly Port Rental, (J) (*HK\$/US\$)	Monthly Bandwidth Charge, (F) (*HK\$/US\$)	Monthly Rental, (J + F) (*HK\$/US\$)
Ethernet	1	400	400	800
Ethernet	2	600	600	1,200
Ethernet	3	900	900	1,800
Ethernet	4	1,100	1,100	2,200
Ethernet	5	1,300	1,300	2,600
Ethernet	6	1,500	1,500	3,000

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
1.	AATO	Asia Airfreight Terminal Office (HK Airport)	E	✓		2	Dec 2014	25	1,200	30,000
2.	AFCDAO	AFCD Airport Office	E	✓		2	Jan 2015	24	1,200	28,800
3.	CPCT	Cathay Pacific Cargo Terminal (HK Airport)	E	✓		2	Dec 2014	25	1,200	30,000
4.	DAF	District Agricultural Office	E	✓		2	Jan 2015	24	1,200	28,800
5.	LMCCP	Lok Ma Chau Control Point	E	✓		2	Dec 2014	25	1,200	30,000
6.	LWICO	Lo Wu Import Control Office	E	✓		2	Jan 2015	24	1,200	28,800
7.	MPO-SKGO	Sai Kung Marine Park Office	E	✓		2	Jan 2015	24	1,200	28,800
8.	NTSAMC	NT South Animal Management Centre	E	✓		3	Dec 2015	13	1,800	23,400
9.	SKFO	Sai Kung Fisheries Office	E	✓		1	Jan 2015	24	800	19,200
10.	ST1O	Super Terminal 1 Office (HK Airport)	E	✓		2	Jan 2015	24	1,200	28,800
11.	STPQS	Shatin Plant Quarantine Station	E	✓		3	Dec 2015	13	1,800	23,400

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
12.	SWC	Shenzhen Western Corridor office	E	✓		2	Jan 2015	24	1,200	28,800
13.	TKLPBC	Ta Kwu Ling Operation Centre	E	✓		6	Feb 2015	23	3,000	69,000
16.	AFO	Aberdeen Fisheries Office	E	✓	✓	6	Jun 2015	19	3,000	57,000
Total Bandwidth of Client Ports:						37	Total Monthly Rental for Client Ports:		454,800	

Number of NEW ports (N) = 1 (Client Ports marked with “First Time Installation” in Clause 5.1)

Total One-off Cost (O) = (N + 2) x Port Setup Charge (C) = 3 x HK\$5,000 = HK\$15,000 (including two Host Ports)

Total Bandwidth of Client Ports = 37 Mbps (summation of bandwidth with offer made in Clause 5.1)

Bandwidth Requirements for Host Ports = 2 x 6 Mbps (map against table in Clause 5.2)

Monthly Rental for Host Ports (RH) = 2 x HK\$3,000 = HK\$6,000 (itemized price submitted under Clause 4)

Commencement Month of Host Ports = Dec 2014 (The earliest Commencement Month amongst the Client Ports with offer made)

Service Period for Host Ports (MH) = 25 months (from Acceptance Date of the Host Ports to the Expiry Date)

Total Monthly Rental for Host Ports (TH) = (RH) x (MH) = HK\$6,000 x 25 = HK\$150,000

Total Monthly Rental for Client Ports (TC) = HK\$454,800 (summation of Subtotal Monthly Rental with offer made in Clause 5.1)

Total Monthly Rental (M) = (TH) + (TC) = HK\$150,000 + HK\$454,800 = HK\$604,800

Estimated Contract Value = (O) + (M) = HK\$15,000 + HK\$604,800 = HK\$619,800

Case 2 – Tenderer, who is NOT existing service provider, makes offer to four sites in the Airport area.

Host/Client Port type	Port Setup Charge, (C) (*HK\$/US\$)	Internal Relocation Charge, (G) (*HK\$/US\$)
Ethernet (E)	5,000	5,000
Fast Ethernet (FE)	5,000	5,000

Host/Client Port Type	Bandwidth (Mbps)	Monthly Port Rental, (J) (*HK\$/US\$)	Monthly Bandwidth Charge, (F) (*HK\$/US\$)	Monthly Rental, (J + F) (*HK\$/US\$)
Ethernet	1	200	200	400
Ethernet	2	400	400	800
Ethernet	3	600	600	1,200
Ethernet	4	800	800	1,600
Ethernet	5	1,000	1,000	2,000

No.	Site Code	Name	Port Type	Make Offer (✓)	First Time Installation (✓)	Bandwidth (Mbps)	Commencement Month	Service Period (Months) (a)	Monthly Rental (*HK\$/US\$) (b)	Subtotal Monthly Rental (c) = (a) x (b)
1.	AATO	Asia Airfreight Terminal Office (HK Airport)	E	✓	✓	2	Dec 2014	25	800	20,000
2.	AFCD AO	AFCD Airport Office	E	✓	✓	2	Jan 2015	24	800	19,200
3.	CPCT	Cathay Pacific Cargo Terminal (HK Airport)	E	✓	✓	2	Dec 2014	25	800	20,000
10.	ST10	Super Terminal 1 Office (HK Airport)	E	✓	✓	2	Jan 2015	24	800	19,200
Total Bandwidth of Client Ports:						8	Total Monthly Rental for Client Ports:		78,400	

Number of NEW ports (N) = 4 (Client Ports marked with “First Time Installation” in Clause 5.1)

Total One-off Cost (O) = (N + 2) x Port Setup Charge (C)

$$= 6 \times \text{HK\$}5,000 = \underline{\text{HK\$}30,000} \quad (\text{including two Host Ports})$$

Total Bandwidth of Client Ports = 8 Mbps (summation of bandwidth with offer made in Clause 5.1)

Bandwidth Requirements for Host Ports = 2 x 5 Mbps (map against table in Clause 5.2)

Monthly Rental for Host Ports (RH) = 2 x HK\$2,000 = HK\$4,000 (itemized price submitted under Clause 4)

Commencement Month of Host Ports = Dec 2014 (The earliest Commencement Month amongst the Client Ports with offer made)

Service Period for Host Ports (MH) = 25 months (from Acceptance Date of the Host Ports to the Expiry Date)

Total Monthly Rental for Host Ports (TH) = (RH) x (MH) = HK\$4,000 x 25 = HK\$100,000

Total Monthly Rental for Client Ports (TC) = HK\$78,400 (summation of Subtotal Monthly Rental with offer made in Clause 5.1)

Total Monthly Rental (M) = (TH) + (TC)

= HK\$100,000 + HK\$78,400

= HK\$178,400

Estimated Contract Value = (O) + (M)

= HK\$30,000 + HK\$178,400

= HK\$208,400

Schedule 2 – Payment Discounts and Contract Deposit Payment Method2.1 Payment Discounts

Tenderer is requested to indicate in the space provided below what discount it would allow on the tendered prices if payment for each consignment is made in full within:

- (a) Seven (7) clear working days from date of receipt of invoice or from the Acceptance Date, whichever is the later: _____% discount.
- (b) Fourteen (14) clear working days from date of receipt of invoice or from the Acceptance Date, whichever is the later: _____% discount.
- (c) Twenty-eight (28) clear working days from date of receipt of invoice or from the Acceptance Date, whichever is the later: _____% discount.

N.B.: (i) Please refer to Clause 16 of Part 3 – Terms of Tender before completing the above. Any prompt payment discount offered by Tenderer will NOT be taken into consideration in the tender price assessment.

(ii) Tenderer is requested to insert the word 'NIL' in the space provided above if they do not offer any payment discount.

2.2 Contract Deposit

[Please refer to Clause 22.2 of Part 3 – Terms of Tender and Clause 22 of Part 4 – Conditions of Contract]

I/We am/are prepared to pay the Contract Deposit by * Banker's Guarantee / Cash / Not applicable (if the Estimated Contract Value is below HK\$1.43 million)

(*delete whichever are appropriate)

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

Schedule 3 – Company/Business Organization Details3.1. Company/Business Organization Status

[Please refer to Clause 12 of Part 3 – Terms of Tender.]

A Tenderer should provide the following details:

- (a) Name and address of the company/business organization:

- (b) Length of business experience:

- (c) Shareholders/partners/proprietor of the company/business organization and their percentage of ownership:

- (d) Name and residential address of the following:

- (i) Managing director/partners:

- (ii) Other directors:

- (iii) Sole proprietor:

- (e) A copy of the Business Registration Certificate, Memorandum and Articles of Association, Certificate of Incorporation or other constitutional documents or documents evidencing its business status (Note: The name of company/business organization shown in the documents as required under this Clause shall be the same as the one stated in the Offer to be Bound).

- (f) A copy of relevant document showing the authorized person(s) who sign(s) the Part 7 - Offer to be Bound has/have the authority to sign for and on behalf of the Tenderer.

N.B.: Please use separate sheet if space is inadequate.

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

3.2 Organization and Technical Support

[Please refer to Clause 12 of Part 3 – Terms of Tender.]

A Tenderer should provide the following information in respect of the organization structure of a Tenderer and the Licensees separately:

- (a) Details description on the company’s organization setup, especially the maintenance and technical support team:

- (b) Capacities of maintenance personnel:

- (c) Capacities of technical support personnel to carry out installation and commissioning work:

3.3 User Reference

[Please refer to Clause 13 of Part 3 – Terms of Tender.]

A Tenderer should provide a list of government users to whom similar services have been provided by the Tenderer (whether alone or in partnership with a Licensee):

- (a) Name of government user(s):

- (b) Name, address and telephone number for contact:

- (c) Scope of services and equipment installed:

- (d) Dates of installation:

- (e) Serviceability / availability figures for the last twelve months immediate before the Tender Closing Date:

N.B.: Please use separate sheet if space is inadequate.

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

Schedule 4 – Statement of Compliance

[Please refer to Clause 30 of Part 3 – Terms of Tender.]

Notes:

1. The Tenderer shall repeat each Clause in Part 6 – Specifications, responds on whether a Tenderer can and will comply and give reference as to where verification can be found.
2. This Schedule is an essence for technical compliance evaluation and kernel of the Contract. **If a Tenderer who expressly confirms non-compliance with regard to any requirement in the Specifications, its tender will not be considered further.**
3. The format for each compliance statement shall be as follows :-

[clause no.] [original clause content]

Response : [Comply/Not Comply]

[remarks if required]

Name of Tenderer : _____ Company Chop: _____

Authorized Signatory: _____
(Name, Title and Signature)

Telephone No.: _____ Fax No.: _____ Date : _____

– End of Schedules –

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 6 – SPECIFICATIONS

Contents

1. General
2. Service Requirements
3. Reliability and Availability Requirements
4. Environmental Requirements
5. Installation Requirements
6. Access Facilities, In-building Access and Blockwiring
7. Maintenance Services Requirements

Annex 1 – Details of Remote Sites

Annex 2 – Reliability and Availability Requirements

Annex 3 – Acceptance Test

1. General

- 1.1 All requirements in this Part are essential.
- 1.2 The Contractor is required to provide the ME Services (including the necessary equipment) for connecting Remote Sites to HQ. Annex 1 contains the details of Remote Sites for reference.
- 1.3 The required topology is illustrated in Figure 1.

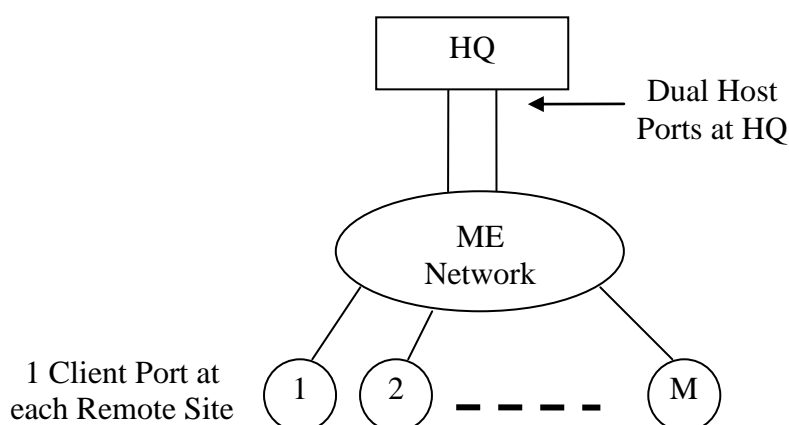


Figure 1 – High level topology of ME Services

2. Service Requirements

- 2.1 The Contractor shall install two Host Ports, with diversity from two different exchanges, at HQ. The Host Ports shall be connected to the Cisco 3845 or 3945 Integrated Services Router. The dual connections are mutual backup for each other so that in case either one connection fails, the Remote Sites will still be connected to the HQ with another connection. The Contractor shall refer to Figure 1 herein for details.
- 2.2 The Contractor shall install one Client Port, which would be connected to the Cisco 1811 or 1921 Integrated Services Router, at each Remote Site. The Contractor shall refer to Figure 1 herein for details.
- 2.3 The Contractor shall use their own customer access network to deliver the Services and shall not make use of a connection in part or in whole owned by any other Fixed Network Operator(s) to form the customer access network for any Connection.
- 2.4 The Services shall cover end-to-end communication connection(s) to allow network traffic primarily in TCP/IP to traverse from one node (port) to another according to the AFCD requirements. The traffic could traverse between HQ and Remote Sites.
- 2.5 The Services shall be OSI layer 2 circuits enabling the transfer of Ethernet frames defined in IEEE 802.3 and shall be independent of the users' choice of protocols of OSI layer 3 and above layers.
- 2.6 The Services shall provide private connection. Data transmitted across the WAN

- network shall not be accessible to third parties, e.g. other subscribers of the Contractor's ME Services.
- 2.7 The data transmission throughput for upstream and downstream on any connection shall be symmetric, full duplex and maintained at the specified bandwidth figures at all time.
 - 2.8 The Services shall include the provision of proper connection at installation locations with RJ-45 interfaces for connecting AFCD's owned network equipment.
 - 2.9 The Services shall support transmission of IPSec tunnel packets that have been deployed at the existing communication links connecting HQ and Remote Sites.
 - 2.10 The Services shall support IEEE 802.1Q VLAN standard. IEEE 802.1Q VLAN tagging shall be in line with those configured at the existing hub ports of CPE, and the range of VLAN taggings should be customizable to suit the AFCD's network.
 - 2.11 The Services shall support Ethernet frames of at least 1,500 bytes without fragmentation.
 - 2.12 The customer access bandwidth of individual port at HQ and Remote Sites shall be upgradeable upon request in a flexible manner and in granular increments of 5Mbps (up to 50Mbps) and 1Mbps (up to 20Mbps) per port respectively. There shall be no major technology change or hardware upgrade in the CPE for the bandwidth upgrade.
 - 2.13 The whole end-to-end network path shall be wired to disable any wireless transmission in any part of the network path.
 - 2.14 The maximum allowable latency from one port to another port across individual connection shall be 50ms.
 - 2.15 When a port is sending frames at a rate within the subscribed bandwidth, the maximum amount of packet loss shall be less than 0.5%.

3. Reliability and Availability Requirements

- 3.1 The requirements of reliability and availability of the Connection are specified in Annex 2.
- 3.2 The setup of new Host Port, Client Port or re-configuration of Connection shall induce no service interruption to the other existing Connection.
- 3.3 The Contractor shall put in place internal control procedures to assure no data from third party can leak into AFCD's Connection.
- 3.4 The Contractor shall not capture traffic from the Connection or tap other equipment on the Connection unless prior written consent was obtained from AFCD for necessary operation and monitoring the reliability and availability of Connection.

4. Environmental Requirements

- 4.1 The network equipment provided by the Contractor for the Connection shall provide protection to prevent damage to the CPE due to power spike or over voltage leading from the connection wires by lightning strikes during adverse weather condition at the Remote Sites, where appropriate and subject to AFCD's agreement.

5. Installation Requirements

- 5.1 The Contractor shall be responsible for the supply, installation and commissioning of the Connection.
- 5.2 The Contractor shall provide their staff with all the necessary tools and test-gear for the provision and commissioning of the Connection during the Acceptance Test.
- 5.3 The Contractor shall affix coded labels on all the cables/equipment used for this installation and a record shall be provided to indicate clearly the type of cables, the sizes of cable, the cable routing, the cable termination, etc.
- 5.4 The costs of supply, installation and commissioning of the Connection shall be stipulated in Schedule 1 of Schedules. The Contractor is required to provide the services of installation and commissioning all year round including daytime 0900 - 1800 hours on holidays and Sunday and 24 hours on weekdays and Saturday.
- 5.5 The Contractor shall contact AFCD regarding the details of the sites and site visits.
- 5.6 The Contractor shall be responsible for the provision and, if necessary, migration of Services from the existing service provider and for monitoring and controlling various related processes, including but not limited to the following activities:
- (a) Ensure timely delivery of Services to the Locations;
 - (b) Co-ordinate with AFCD, building management of Locations, and if necessary, existing service provider and other relevant parties towards the delivery of Services in a manner that incurs minimal interruption to the operation of AFCD;
 - (c) Formulate an installation plan with the AFCD to ensure the smooth delivery of Services; and
 - (d) Monitor and control the various related processes according to the installation plan.
- 5.7 The Contractor shall perform any work which is necessary to facilitate the provision of the Services, and any work which is generally required to be performed in accordance with the accepted trade and engineering practice even though such work may not be explicitly mentioned herein.
- 5.8 On completion of work specified in Clause 5.7 above, the Contractor shall remove all rubbish and scrap materials resulting from their work and reinstate any previously affected installation.

- 5.9 Should there be any damages to other installation resulting from the work specified in Clause 5.7 above the Contractor shall be held responsible for making the damages good and/or performing other necessary remedial tasks.

6. Access Facilities, In-building Access and Blockwiring

- 6.1 The Contractor shall utilize existing riser-duct and horizontal trunk provided by the Government for laying the cables. In the event that the existing cable routing facilities are fully occupied, insufficient or inapplicable, the Contractor shall be responsible for any addition or modification of cable routing facilities such as trunkings/conduits.
- 6.2 The Contractor shall ensure the availability of in-building facilities and access facilities for Contractor's cables leading to the Locations. Lack of access facilities shall not be accepted as reason for delay or failure in provision of Services. Any claim for additional cost by the Contractor will not be accepted.

7. Maintenance Services Requirements

7.1 General

- 7.1.1 The Contractor shall submit a detailed description of the organization of the proposed maintenance team including the relevant qualifications/experiences of the team members and its capacity to carry out the maintenance of the Connection.
- 7.1.2 For the HQ, the Contractor shall provide maintenance service 24 hours a day and 7 days a week to the AFCD for the subscribed Connection without additional charge. The maintenance costs shall be included in the Monthly Rental stipulated in Schedule 1 of Schedules.
- 7.1.3 For Remote Sites, the Contractor shall provide maintenance service Monday to Saturday 0800 to 2300 hours to AFCD for the subscribed Connection without additional charge. The maintenance costs shall be included in the Monthly Rental that are stipulated in the Schedule 1 of Part 5 – Schedules.
- 7.1.4 The Contractor shall serve a written notice about the details of scheduled maintenance to AFCD two weeks in advance and shall not carry out the details of the scheduled maintenance without obtaining a written consent from AFCD.
- 7.1.5 The Contractor shall conduct a preventive maintenance / connection monitoring on any Connection and Additional Connection (if any) at any time as requested at least one week in advance by AFCD. The frequency of such preventive maintenance will not be more than once a year for each Connection under normal situation
- 7.1.6 The Contractor shall provide a monthly summary report on the performance of the Connection and Additional Connection (if any) including but not limited to the event summaries on the preventive and corrective maintenance and the calculation of the Actual Serviceability Level in accordance with Annex 2.

- 7.1.7 The Contractor shall provide his staff with the necessary tools, equipment, transportation and other facilities for effective maintenance at its own costs and expenses.
- 7.1.8 The Contractor shall ensure adequate internal control procedure in place for changes and maintenance of the Connection.
- 7.2 Corrective Maintenance
- 7.2.1 The Contractor shall provide a telephone hotline available round the clock for AFCD to report fault and to enquire the status of recovery works.
- 7.2.2 The Contractor shall report to AFCD about fault of the Connection and contact related parties to be specified within one hour after the failure has occurred. The Contractor shall also maintain an updated contact list of the related parties as specified by AFCD for fault reporting.
- 7.2.3 For HQ, the Contractor shall provide emergency maintenance service 24 hours a day and 7 days a week and shall submit procedures for reporting which include the name of the contact person and his phone and/or pager number.
- 7.2.4 For Remote Sites, the Contractor shall provide emergency maintenance service Monday to Saturday 0800 to 2300 hours and shall submit procedures for reporting which include the name of the contact person and his phone and/or pager number.
- 7.2.5 The maintenance staff from the Contractor shall forthwith perform diagnosis upon notice of any fault in the Connection and replace faulty equipment on site if necessary in order to restore normal service as soon as possible.
- 7.2.6 The Contractor shall provide on-site support and maintenance services for any faults reported. The mean time to restore service shall NOT be more than 4 hours from the time a fault is reported by the Government Representative or an outage is detected by Contractor, whichever is earlier.
- 7.2.7 The Contractor shall deliver Fault Investigation Reports (FIR) to AFCD within 3 working days after the Connection are resumed from fault. Information to be included in the FIR shall be referred to Annex 2.

Annex 1 – Details of Remote Sites

Tenderers should note that the list of locations and particulars of the Remote Sites in the following table such as required bandwidth, service commencement month, port type, may be subject to changes before they are confirmed by AFCD for the provision of the Services.

No.	Site Code	Name	Address	Contact Tel. No.	Port Type	Bandwidth (Mbps)	Commencement Month	Service Period (Months)
1.	AATO	Asia Airfreight Terminal Office (HK Airport)	Room 113, 1/F, Terminal 2, Asia Airfreight Terminal, 10 Chun Ping Road, Hong Kong International Airport, Chek Lap Kok, New Territories	2182 1001 2116 0185	E	2	Dec 2014	25
2.	AFCD AO	AFCD Airport Office	3S006, level 3, Passenger Terminal Building, 1 Cheong Hong Road, Hong Kong International Airport, Chek Lap Kok, New Territories	2182 1001 2183 1240	E	2	Jan 2015	24
3.	CPCT	Cathay Pacific Cargo Terminal (HK Airport)	Room B320, 3/F, Cathay Pacific Cargo Terminal, Chun Wan Road, Chek Lap Kok, New Territories	2182 1001	E	2	Dec 2014	25
4.	DAF	District Agricultural Office	5/F, Yuen Long Government Offices, 2 Sau Fu Street, Yuen Long, New Territories	2476 2424	E	2	Jan 2015	24
5.	LMCCP	Lok Ma Chau Control Point	2/F MTR Lok Ma Chau Station, New Territories	2652 6460 2486 0295	E	2	Dec 2014	25
6.	LWICO	Lo Wu Import Control Office	E220, Lo Wu Terminal, New Territories	2652 6460 2679 1271	E	2	Jan 2015	24
7.	MPO-SKGO	Sai Kung Marine Park Office	2/F, Sai Kung Government Offices Building, 34 Chan Man Street, Sai Kung, New Territories	3583 4576	E	2	Jan 2015	24
8.	NTSAMC	NT South Animal Management Centre	11 To Shek Path, Shatin, New Territories	2697 2170 2691 2269	E	3	Dec 2015	13
9.	SKFO	Sai Kung Fisheries Office	5/F, Sai Kung Government Offices Building, 34 Chan Man Street, Sai Kung, New Territories	2792 3879	E	1	Jan 2015	24
10.	ST1O	Super Terminal 1 Office (HK Airport)	Room C107, 1/F, Main Terminal, Super Terminal 1, Hong Kong International Airport, Chek Lap Kok, New Territories	2182 1001 2116 0175	E	2	Jan 2015	24
11.	STPQS	Shatin Plant Quarantine Station	9 To Shek Path, Shatin, New Territories	2691 5616	E	3	Dec 2015	13
12.	SWC	Shenzhen Western Corridor office	Shenzhen Bay Control Point Office (Cargo Area)	2652 6460	E	2	Jan 2015	24
13.	TKLPBC	Ta Kwu Ling Operation Centre	PB610, 185 Ping Che Road, Fanling, New Territories	2659 8407	E	6	Feb 2015	23

No.	Site Code	Name	Address	Contact Tel. No.	Port Type	Bandwidth (Mbps)	Commencement Month	Service Period (Months)
14.	ABDMC	Aberdeen Management Centre & Ranger Office	PB620, Aberdeen Reservoir Road, Aberdeen, Hong Kong	2553 7545	E	2	Jun 2015	19
15.	ABDVC	Aberdeen Visitor Centre	Aberdeen Reservoir Road, Aberdeen, Hong Kong	2552 1875 2552 7907	E	2	Jun 2015	19
16.	AFO	Aberdeen Fisheries Office	Room 207, 100A Shek Pai Wan Road, Aberdeen, Hong Kong	2873 8353	E	6	Jun 2015	19
17.	ATFO	Au Tau Fisheries Office	Milestone 27, Castle Peak Road, Au Tau, Yuen Long, New Territories	2471 9145	E	2	Jun 2015	19
18.	CSWTWPM	Cheung Sha Wan Temporary Wholesale Poultry Market	1 & 4 Hing Wah Street, Cheung Sha Wan, Kowloon	2745 4461	E	1	Jun 2015	19
19.	CSWWFM	Cheung Sha Wan Wholesale Food Market	36 Yen Chow Street West, Cheung Sha Wan, Kowloon	2307 9218	E	1	Jun 2015	19
20.	CSWWFMT205	Cheung Sha Wan Wholesale Food Market [Room T205]	Room T205, 38 Yen Chow Street West, Cheung Sha Wan, Kowloon	2728 3182	E	4	Jun 2015	19
21.	CSWWFMT213	Cheung Sha Wan Wholesale Food Market [Room T213]	Room T213, 38 Yen Chow Street West, Cheung Sha Wan, Kowloon	2729 6215	E	4	May 2015	20
22.	FCC	Fire Control Centre (Kowloon Hills)	Piper's Hill Road, Lai Chi Kok, Kowloon	2728 1211	E	2	Jun 2015	19
23.	HKAMC	Hong Kong Animal Management Centre	G/F, 688 Victoria Road, Pokfulam, Hong Kong	2550 9211 2550 9556 2550 0656	E	5	Jun 2015	19
24.	KHMC	Kowloon Hills Management Centre & Ranger Office	Piper's Hill Road, Lai Chi Kok, Kowloon	2361 3934 2386 0667	E	2	Jun 2015	19
25.	KLNAMC	Kowloon Animal Management Centre	102 Sung Wong Toi Road, Kowloon	2362 6988 2362 3547 2362 6415	E	4	Jun 2015	19
26.	LNEC	Lion Nature Education Centre (Sai Kung)	Tsiu Hang, Hiram Highway, Sai Kung, New Territories	2792 4437	E	1	Jun 2015	19
27.	MOSMC	Ma On Shan Management Centre	Leung Yau Road, Ma On Shan, New Territories	2641 0411	E	2	Nov 2014	26

No.	Site Code	Name	Address	Contact Tel. No.	Port Type	Bandwidth (Mbps)	Commencement Month	Service Period (Months)
28.	MPWMC	Marine Parks (West) Management Centre	Joint-user Complex and Wholesale Fish Market, 101 Wu Shan Road, Tuen Mun Area 44, New Territories	2458 1095	E	2	Jun 2015	19
29.	NSRO	Nam Shan Ranger Office	Nam Shan Forestry GDN, No.12 South Lantau Road, Mui Wo, Lantau Island, New Territories	2988 8927 2984 8191	E	2	Jun 2015	19
30.	NTNAMC	NT North Animal Management Centre	No.13 Jockey Club Road, Shek Wui Hui, Sheung Shui, New Territories	2672 1194 2670 5630 3124 0381	E	5	Jun 2015	19
31.	PTCMC	Pak Tam Chung Management Centre & Ranger Office	PB911, Tai Mong Tsai Road, Sai Kung, New Territories	2792 5218	E	3	Dec 2014	25
32.	QBMC	Quarry Bay Management Centre	Mount Parker Road, Quarry Bay, Hong Kong	2564 3368	E	2	Apr 2016	9
33.	SMMC	Shing Mun Management Centre & Ranger Office	Shing Mun Road, Tsuen Wan, New Territories	2489 8598	E	2	Apr 2016	9
34.	SMRHO	Shing Mun Ranger Head Office	Shing Mun Road, Tsuen Wan, New Territories	2429 7755	E	4	Jun 2015	19
35.	SSBL	Sheung Shui Branch Laboratory - Sheung Shui Slaughterhouse	Chuk Wan Street Area 2B, New Territories	2403 1261 2668 1442 2671 8339	E	3	Jun 2015	19
36.	STMC	Sham Tseng Management Centre	Tsing Lung Tau, Lung Yu Road, Tsuen Wan, New Territories	2491 9485	E	2	Mar 2016	10
37.	TAILUNGPB13	Tai Lung Experimental Station - Livestock Farm Division	PB13, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories	2461 8792	E	6	Jun 2015	19
38.	TAILUNGPB2	Tai Lung Experimental Station - Crop Division	Room 12, PB2, Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories	2668 0197 2670 1161	FE	10	Jun 2015	19
39.	TCAMC	Tung Chung Au Management Centre & Ranger Office	2 1/2 Milestones, Tung Chung Road, Tung Chung, Lantau Island, New Territories	2988 8201	E	2	Jun 2015	19
40.	THMC	Tsiu Hang Management Centre	Pak Kong Road, Pak Kong, Sai Kung, New Territories	2792 3823	E	2	Sep 2015	16
41.	TMC	Twisk Management Centre & Ranger Office	Route Twisk, Tsuen Wan, New Territories	2490 4677	E	2	Jun 2015	19

No.	Site Code	Name	Address	Contact Tel. No.	Port Type	Bandwidth (Mbps)	Commencement Month	Service Period (Months)
42.	TMTMC	Tai Mei Tuk Management Centre & Ranger Office	Tai Mei Tuk, Tai Po, New Territories	2664 4185 2948 2979	E	2	Jun 2015	19
43.	TTGMC	Tai Tong Management Centre & Ranger Office	Tai Tong Shan Road, Yuen Long, New Territories	2475 8774	E	2	Jun 2015	19
44.	TTMC	Tai Tam Management Centre & Ranger Office	Tai Tam Reservoir Road, Hong Kong	2812 1861	E	2	May 2015	20
45.	TTNFIU	Tai Tong Nursery Unit	Tai Tong Shan Road, Yuen Long, New Territories	2475 8741	E	2	Jun 2015	19
46.	VETLAB	Tai Lung Veterinary Laboratory	Tai Lung Experimental Station, Lin Tong Mei, Fan Kam Road, Sheung Shui, New Territories	2403 1261 2672 6420 2671 8339	E	6	Jun 2015	19
47.	WOODSIDE	Woodside	No. 50 Mount Parker Road, Quarry Bay, Hong Kong	2214 0391	E	2	Jun 2015	19
48.	WPEC	Wetland Park Exhibition Centre	Wetland Park Road, Tin Shui Wai, New Territories	2617 5105 2617 5199	E	6	Jun 2015	19
49.	WWFM	Western Wholesale Food Market	8 Fung Mat Road, Western District, Hong Kong	2803 7006 2803 7012	E	1	Jun 2015	19

Annex 2 – Reliability and Availability Requirements

Tenderer shall provide the Services in compliance with the required Serviceability Level and Mean Time Between Failure (MTBF) specified below for each Connection to be set-up:

1. Criteria

- 1.1 The Serviceability Level for each calendar month (“the Given Period”) of each Connection shall be at least 99.95 %.
- 1.2 The Mean Time Between Failure (MTBF) for the Given Period of each Connection shall be at least 719.64 hours.

2. Definition of Terms**2.1 Total (Clock) time, (T)**

Total (Clock) time (T) means the total clock time for the Given Period.

2.2 Scheduled maintenance, (S)

Scheduled maintenance (S) means the actual total number of hours spent for scheduled maintenance of the Connection during which all or a part of the Ports will be unavailable to the Government in a Given Period.

2.3 Excess Scheduled maintenance, (X)

If (S) is in excess of 24 hours for the Given Period, the Excess scheduled maintenance (X) will be equal to the total amount of time for (S) minus 24 and (S) is set to 24 hours for calculation of Scheduled available time for Services (W). If (S) is less than or equal to 24 hours, (X) will be set to zero for calculation of Scheduled available time for services (W).

2.4 Scheduled available time for Services, (W)

$$= (T) - (S)$$

This is the amount of time when the subscribed Services shall be available to AFCD for the Given Period.

2.5 Number of system breaks, (M)

Number of service breaks (M) means the total number of occurrences of the event (other than the scheduled maintenance) that the subscribed Connection becomes unavailable since the Acceptance Date in case there has been no service break that has caused liquidated damages to be payable to the Government pursuant to Clause 12 of Conditions of Contract before the end of a Given Period.

Otherwise, (M) means the total number of occurrences of the event (other than the scheduled maintenance) that the subscribed Connection becomes

unavailable since the last service break that has caused liquidated damages to be payable to the Government pursuant to Clause 12 of Conditions of Contract (in which the calculation of the total number of occurrences of the event that the subscribed Connection becomes unavailable shall include the last service break that has caused liquidated damages to be payable to the Government pursuant to Clause 12 of Conditions of Contract).

2.6 Total service down time, (N)

Total service down time, (N) means the total sum of the time in which the Contractor fails to provide the Connection to the Government to the satisfaction of the Government in a Given Period in which the number of hours spent in each service break shall be counted from the start of the service break to the time when the Connection is resumed to the satisfaction of the Government.

2.7 Actual Serviceability Level

$$= (W - N - X) / W \times 100\%$$

It is the percentage of net serviceable time over the total scheduled available time of the subscribed Connection via the Port for the Given Period.

2.8 Actual MTBF

The Contractor is regarded as having conformed to the Committed MTBF specifications if (M) calculated on the last day of a Given Period is equal to 0 or 1.

Actual MTBF equals to the elapsed time since the Acceptance Date to the end of a Given Period in number of hours, or 720 hours whichever is the larger, divided by (M) if there is no service break that caused liquidated damage payable to the Government pursuant to Clause 12 of Conditions of Contract before the end of a Given Period.

Otherwise, Actual MTBF equals to the elapsed time since the last service break that has caused liquidated damages payable to the Government pursuant to Clause 12 of Conditions of Contract to the end of a Given Period in number of hours, or 720 hours whichever is the larger, divided by (M).

3 Fault Investigation Report

3.1 For the purpose of measuring Actual Serviceability Level and Actual MTBF, the Contractor shall record all fault incidents in a Fault Investigation Report (FIR) which shall contain at least the following information:

- The date and time the Contractor is notified of the fault;
- The date and time of arrival of the Contractor's maintenance personnel at the Locations (as needed);
- The identifications of faulty connection or service, type, serial number, and description of the failing component (if any);

- The date and time repair starts;
- The date and time repair ends;
- The description of faults and causes, if known;
- The corrective action taken, including any parts that has been replaced; and
- The preventive actions taken or to be taken.

3.2 The Contractor shall submit the FIR to AFCD in a manner as stipulated in Clause 7.2.7 of Specifications.

Annex 3 - Acceptance Test

1. The Contractor shall notify AFCD when the Connection is ready for the Acceptance Test to be conducted by the Contractor in accordance with the terms and conditions of this Contract.
2. The Acceptance Test consists of a Connectivity Test and a Reliability Test as detailed below for each individual connection in the Services.
3. The Connectivity Test shall be carried out in four phases. Failure in any of the phases as stipulated in Clauses 3.1 to 3.4 herewith will render the Connectivity Test a failure.
 - 3.1. In phase 1, the Contractor shall prove to the satisfaction of AFCD that the bandwidth subscribed is actually being provisioned. The Contractor has to provide the testing equipment (e.g. BER Tester, etc.) to serve the purpose.
 - 3.2. In phase 2, the Contractor shall conduct the following extended ping test:

Source: AFCD HQ core router
Destination: AFCD Remote Site edge router
Number of tries: 10 times consecutive
Number of ping packets to send in each try: 1,000
Packet size: 1,500 bytes
Timeout per packet: 2ms

Phase 2 is considered passed if the aggregated success rate among the 10 trials is at least 99% and the average round-trip-delay is no more than 100ms, i.e. two times the maximum latency of 50ms.
 - 3.3. In phase 3, the Contractor shall conduct the similar ping test as in phase 2 except that the Source and Destination were interchanged.

The passing condition of Phase 3 is the same as that of Phase 2.
 - 3.4. In phase 4, the Contractor shall conduct the fail-over test for any one of the dual backbones in HQ. The test is passed if another backbone automatically takes up all the traffic so that the connection between remote sites and HQ is maintained.
4. The Reliability Test shall be carried out after passing of the Connectivity Test. AFCD will run network traffic on the Services for four (4) consecutive weeks. For each port installed, the Reliability Test is considered passed if the total system breakdown time (the total sum of the time spent in all system breaks in which the Contractor fails to provide the ME services to AFCD's satisfaction) shall be no more than 20 minutes in the 4-week test period. The time spent in each system break shall be counted from the start of the system break to the time when the ME services resumed to the satisfaction of AFCD.
5. AFCD will inform the Contractor when the Connectivity Test or Reliability Test fails. The Contractor shall rectify the problems and commence the test again until the Acceptance Test is passed.
6. Rental charges are not payable for any period before the date the Acceptance Test is passed.

**Provision of Metro Ethernet Services for
the Agriculture, Fisheries and Conservation Department**

PART 7 – OFFER TO BE BOUND

1. It is acknowledged that I/We, the undersigned/the limited company hereunder mentioned do hereby agree to provide the Services on the terms and conditions specified in my/our Tender.

2. I/We, for myself/ourselves and the firm and partners therein/the limited company hereunder mentioned hereby warrant that the provision of Services or any of them by me/us/the said firm/the limited company will not infringe any intellectual property rights including any patents, designs or trade marks, any copyright or trade secrets and confidential information protected under the laws of Hong Kong or elsewhere in the world.

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

3.1. The number of my/our/the company's business registration certificate is
.....

3.2. The date of expiry of my/our/the company's business registration certificate is
.....

4. I am the secretary/managing director of the limited company hereinafter mentioned and duly authorised to bind the said company by my signature.

- or -

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

- or -

5. This Tender is submitted with the authority and on behalf of the limited company, namely, whose registered office is situated at Hong Kong.

- or -

This Tender is submitted on behalf of the firm known as
.....
of Hong Kong

and each and every of the partners thereof, namely; (state names and residential addresses of all the partners):-

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

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

.....
.....

Tel. No.

Signature of the authorised person : -
(with company chop)

(.....)
name and post/title

Dated this day of, 20

- Note : (a) **All the particulars required above must be completed.**
(b) Strike out clearly alternatives which are not applicable.