



電信管理局

Direcção dos Serviços de Regulação  
de Telecomunicações

## **Operation of Wireless Broadband System**

Tender Procedure

Public Tender No. 1/2010

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## **1. Objective of the Invitation to Tender**

The objective of this invitation to tender is to acquire the operating services for the Wireless Broadband System.

## **2. Qualifications of Bidders**

All commercial entities and consortia, established or to be established, may participate in the bidding. Such entities should provide evidence of no outstanding taxes owing to the Macao Special Administrative Region (hereinafter referred as the MSAR) Public Treasury.

Bidders should possess adequate financial and technical capabilities. In supporting this, bidders are requested to demonstrate sufficient capabilities and experience in operating telecommunication or computer networks and providing customer services.

Bidders, when submitting the proposals, are not allowed to have any stakes nor any interests in any other bidders.

If the successful bidder has not locally registered, it must finish company registration procedures at the latest two (2) weeks prior to the signing of the contract.

## **3. Document Retrieval**

The tendering package, consisting of the Tender Procedure, the Tender Specification, and annexes, is available at the Bureau of Telecommunications Regulation (hereinafter referred as DSRT) website ([www.dsrt.gov.mo](http://www.dsrt.gov.mo)). Interested parties may obtain it free of charge. Please be reminded that it may be updated or revised by the DSRT without prior notice before the closing date for the submission of the tendering documents. Interested parties are responsible in acquiring the latest information posted on the website.

## **4. Complaints**

Any complaints regarding the omission or irregularity of procedures related to the invitation to tender must be submitted in writing and mailed, faxed, or hand delivered to DSRT.

Address: Bureau of Telecommunications Regulation  
Avenida da Praia Grande, no. 789-795, 3/F,  
Macao Special Administrative Region

Fax: 2835-6328

Label “Complaints regarding Public Tender No. 1/2010” on the cover sheet.

## 5. The Tendering Documents

### 5.1 Composition of the Tendering Documents

The tendering documents shall be written in Chinese, Portuguese, or English, and be comprised of the proposal and accompanying documents. Details as follows:

#### 5.1.1 *The Proposal*

The proposal must be signed by the bidder’s legal representative and notarized by authorized entities in MSAR. It shall be valid for a period of 180 days from the opening of the tendering documents. The proposal shall adhere to the conditions and include the information listed below:

1. The identity of the bidder, including its name and main address;
2. A detailed plan to operate the Wireless Broadband System as mentioned in section 1 and detailed equipment specifications as mentioned in section 3 of the Tender Specification. This plan shall include:
  - An operational plan;
  - An organization chart of the operation team;
  - Description of roles and responsibilities of various positions involved;
  - Summary of the operational work flow;
  - Number of personnel;
  - Detailed curriculum vitae of key personnel;
  - Office equipment to be used (please refer to annex IX for related diagrams);
  - Any other necessary apparatus involved in the operation;
3. Detailed price schedule as described in section 6 of the Tender Specification;
4. The above price schedule shall be placed on the first page of the proposal;
5. Any other information the bidder considers necessary.

#### 5.1.2 *Accompanying documents*

Documentation accompanying the proposal shall include:

1. A valid company register of the bidder, notarized by legal entities in MSAR, issued no more than 3 months before the date of presentation;
2. Notarized copy of the identification of the bidder’s legal representative;

3. A declaration obtained from the MSAR Financial Services Bureau or other appropriate entities stating that the bidder does not owe any outstanding taxes to the MSAR Government;
4. Provisional guarantee as stipulated in section 5.3 of this Tender Procedure;
5. A declaration to abide by the clauses in “Incorruptness and trustworthiness provision” as set by the Administration (see annex I);
6. A declaration to hire local personnel (see annex II);
7. A declaration stating the bidder’s commitment to submit a definitive guarantee once it is awarded the contract;
8. For bidders whose headquarters are not situated in MSAR, a notarized declaration stating that for all actions undertaken for this project, they shall abide by MSAR laws and courts, as well as renounce any rights derived from other legal jurisdictions (see annex III);
9. Any other information the bidder considers necessary.

## 5.2 Submission of the Tendering Documents

Documents stipulated in section 5.1.1 above must be placed in an opaque envelope, wax sealed, labelled as “Proposal”, along with the name of the bidder, name of the project and name of bid issuer on the envelope cover.

Documents stipulated in sections 5.1.2 above are to be placed in another opaque envelope, wax sealed, labelled “Documents”, along with the name of the bidder, name of the project and name of bid issuer on the envelope cover.

These two envelopes are to be placed inside a third opaque envelope, sealed with wax and labelled “MSAR DSRT Tendering Documents for Public Tender No. 1/2010”, along with name of the bidder.

The entire package should be submitted under confidential cover and must reach the following address, either by register mail with an advice of receipt or return receipt, by delivery service with acknowledgement receipt, or by hand, no later than 5 o’clock in the afternoon of May 26<sup>th</sup>, 2010.

Bureau of Telecommunications Regulation  
Avenida da Praia Grande, no. 789-795, 3/F,  
Macao Special Administrative Region

If the package is to be delivered by hand, it must be accompanied by two (2) copies of the proposal receipt (see Annex IV) for the DSRT’s signature. A signed copy will be returned to the bidder as acknowledgement. If the package is delivered by mail or delivery service, the bidder shall be responsible for any loss or delay due to transport and cannot use this as a reason for dispute.

For reasons of force majeure, which result in DSRT being temporarily closed, the submission cut-off date and time listed above would thus be extended to the following working day at the same time. Any late submissions will not be considered.

The bidder shall bear any costs involving the preparation and delivery of the tendering documents. All tendering documents received will be treated as confidential.

### 5.3 Provisional Guarantee

In order to secure the bidder's obligations arising from participating in this tender and submitting the tendering documents, according to article 15 of Decreto-Lei no. 63/85/M, bidders are required to submit a provisional guarantee in the order of the Macao Special Administrative Region Government, of six hundred thousand Patacas (MOP 600,000.00), upon the submission of the tendering documents. This guarantee shall be in the form of a bank guarantee or performance bond, in regime on first demand, issued by banks or insurance companies operating in the MSAR (see annex V). The bidder is responsible for all costs related to the deposit and withdraw of the provisional guarantee. If the bidder fails to submit this guarantee, the respective tendering documents will be rejected.

Upon the expiration of the proposal or the award of the tender, remaining bidders can request for the withdrawal of the bank guarantee or performance bond. If the bidder withdraws the bid for any reason, the MSAR Government will keep this guarantee unless the specified reasons for withdrawal are accepted by the MSAR Government in writing.

## 6. Opening of the Tendering Documents

All tendering documents received prior to the deadline set in section 5.2 are to be opened at DSRT on May 27<sup>th</sup> 2010 at three o'clock in the afternoon. In the case of force majeure, which result in DSRT being temporarily closed, the proposal opening date and time listed above would thus be extended to the following working day at the same time. Opening of the tendering documents shall be undertaken by a Tender Opening Committee established by DSRT for this purpose. Their works include:

1. Opening the tendering documents;
2. Checking whether the submitted documents are written in the designated languages;
3. Checking that the proposals, as described in section 5.1.1, have been signed by the bidder's legal representative and notarized by authorized entities in the MSAR;
4. Checking that the accompanying documents, as described in section 5.1.2, are complete and meet the necessary requirements.

The Tender Opening Committee shall decide on whether each set of tendering documents will be completely accepted, conditionally accepted due to reconcilable errors, or rejected due to the existence of irreconcilable errors. If the tendering documents are conditionally

accepted, the bidder may be requested by the bid issuer to submit the necessary supplementary documents within twenty-four (24) hours. In the events of late submission or no submission, the tendering documents shall be rejected.

The bidder may send a maximum of three (3) representatives to attend the opening of the tendering documents. The bidder shall provide unsealed, notarized list naming these representatives, which is to be delivered along with the tendering documents. Bidders who fail to provide the list shall be unable to attend the opening of the tendering documents.

The MSAR Government reserves the right not to disclose the names of shareholders or constituent members of the bidders. The proposal evaluation process commences immediately after the opening of the proposals.

## **7. Evaluation of the Tendering Documents**

All tendering documents are to be evaluated by an evaluation committee assembled by DSRT. The Evaluation Committee may reject the tendering documents under the following conditions:

1. The conditions stated in the tendering documents deviate from those of the Tender Specification;
2. The tendering documents contain provisional or uncertain pricing information or amendment(s);
3. The tendering documents contain any alterations without proper errata.

The Evaluation Committee shall perform the evaluation based on the criteria and weightings listed in Annex VI. For evaluation purposes, the Committee may, during this juncture, request the bidders to provide additional information and/or clarification.

If in the opinion of the MSAR Government, there is no acceptable tendering document for a complete package at a reasonable price, the MSAR Government reserves the right to partially select particular portions of the tendering document or evaluate the tendering document on an item by item basis.

The MSAR Government reserves the right to decide not to award the tender to any party under the following conditions:

1. The MSAR Government suspects collusion between relevant bidders;
2. All tendering documents do not meet the minimum evaluation standards;
3. The proposed price of all or the best tendering document greatly exceeds the budget estimate for this project.

The MSAR Government reserves the right of the final decision and interpretation of the terms elaborated in this tendering package.

## **8. Awarding Decision**

The Chief Executive, or an entity with the proper competence, shall award the tender. The MSAR Government reserves the right not to make an awarding decision for reasons of public interest.

## **9. Definitive Guarantee**

The successful bidder, once notified, is required to submit a definitive guarantee in the order of the MSAR Government, according to article 44 of Decreto-Lei no. 63/85/M, valued at 6% of the total price of the contract to the MSAR Government within eight (8) days after being notified. This guarantee shall be in a form of bank guarantee, or performance bond, in regime on first demand, issued by banks or insurance companies operating in the MSAR. The successful bidder is responsible for all costs related to its deposit and withdrawal. The guarantee shall be returned to the successful bidder once the contract has expired. In the event the guarantee is not submitted within the said period, the bidder will be considered as abandoning this contract, and the MSAR Government may award the contract to another bidder.

Once the said guarantee is deposited, the DSRT will notify all bidders on the awarding decision.

## **10. Draft of the Contract**

According to article 48 of Decreto-Lei no. 63/85/M, the content of the contract, unless explicitly stated or tacitly opposed otherwise, shall be based upon this Tender Procedure, the Tender Specification, annexes, and the tendering documents submitted by the bidder.

A draft of the contract shall be sent to the successful bidder for comments before the awarding decision. The successful bidder shall make a reply within five (5) days upon receiving of the draft. If a response is not made within the said time period, the said draft shall be considered agreed.

Any objection related to the draft of the contract is considered acceptable only when the draft of the contract contains provisions that are not based upon the tendering package and the bidder's proposal.

## **11. Contract**

Once the draft is ratified, a contract is then written and signed. The bidder shall be responsible for all fees related to the signing of the contract.

## 12. Applicable Regulations

Except as otherwise stipulated in the tendering package, all terms and condition shall comply with the local laws and regulations including but not limited to the following:

<i>Laws &amp; Regulations</i>	<i>Available in Chinese and Portuguese at following URLs</i>
Decreto-Lei n.º 63/85/M	<a href="http://bo.io.gov.mo/bo/i/85/27/declei63_cn.asp">http://bo.io.gov.mo/bo/i/85/27/declei63_cn.asp</a> <a href="http://bo.io.gov.mo/bo/i/85/27/declei63.asp">http://bo.io.gov.mo/bo/i/85/27/declei63.asp</a>
Decreto-Lei n.º 122/84/M	<a href="http://bo.io.gov.mo/bo/i/84/51/declei122_cn.asp">http://bo.io.gov.mo/bo/i/84/51/declei122_cn.asp</a> <a href="http://bo.io.gov.mo/bo/i/84/51/declei122.asp">http://bo.io.gov.mo/bo/i/84/51/declei122.asp</a>
Decreto-Lei n.º 30/89/M	<a href="http://bo.io.gov.mo/bo/i/89/20/declei30_cn.asp">http://bo.io.gov.mo/bo/i/89/20/declei30_cn.asp</a> <a href="http://bo.io.gov.mo/bo/i/89/20/declei30.asp">http://bo.io.gov.mo/bo/i/89/20/declei30.asp</a>
Administrative Regulation No. 24/2002	<a href="http://www.dsrt.gov.mo/chi/laws/24_2002.html">http://www.dsrt.gov.mo/chi/laws/24_2002.html</a> <a href="http://www.dsrt.gov.mo/por/laws/24_2002.html">http://www.dsrt.gov.mo/por/laws/24_2002.html</a>

## 13. Clarification

Bidders inquiring for clarification with respect to any of the aspects mentioned in this tendering package should be made in writing and delivered to the address shown in section 5.2 either by register mail with and advice of receipt or return receipt, by delivery service or by hand with 2 copies of receipt acknowledgement (see annex VII), or by fax to +853 28356328, before five o'clock in the afternoon on April 30<sup>th</sup>, 2010. A written response to any inquires will be made no later than May 12<sup>th</sup>, 2010, and will be posted on the DSRT website ([www.dsrt.gov.mo](http://www.dsrt.gov.mo)) for reference on the next working day.

## 14. Other Regulations and Conditions to be Observed

All technical words and phrases used in any documentation should be properly construed.

Any information related to the tendering procedures shall not be disclosed to any third party, with the exception of the written approval from the MSAR Government.

The MSAR Government reserves the right to withdraw the tender at any time for reasons of public interest. In such an event, the provisional guarantees shall be returned immediately to the bidders in full after the said withdrawal.

In the event of ambiguity between different versions of this document, the Chinese version shall prevail.



電信管理局

Direcção dos Serviços de Regulação  
de Telecomunicações

## **Operation of Wireless Broadband System**

Tender Specification

Public Tender No. 1/2010

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## 1. Project Details

The goal of this project is to acquire the daily operation services for the Wireless Broadband System. The successful bidder (hereby known as the Operator) shall be responsible for providing personnel and all the necessary equipment to facilitate the daily operation of the system.

The Wireless Broadband System includes all equipment located in the Network Management Centre such as the core network, customer support system, air conditioning control system, and UPS, as well as the Wi-Fi access point equipment installed at 83 different locations. (34 Wi-Fi access point locations will be in service by mid 2010. By the end of 2010, another 49 Wi-Fi access point locations will be brought online. Please refer to DSRT's public tender no. 1/2009, Provision of Wireless Broadband System, annexes IA and IB for details.)

The scope of work includes operating the Wireless Broadband System in order to provide to the general public wireless broadband access service (hereinafter known as the Service), customer services, and coordinating with the Macao Special Administrative Region Government (hereinafter known as the MSAR Government) in promoting the Service to citizens and visitors. The Operator shall operate and maintain the Wireless Broadband System according to the operation and maintenance specifications recommended by its provider (hereby known as the System Provider<sup>a</sup>), such that the 99.9% availability rate is attained. The Operator shall be provided with appropriate training from the System Provider.

Followings are the scope of work of the Operator:

### 1.1 Access Portal

The Operator shall update and operate the access portal. This portal shall be set up in Chinese (traditional and simplified), Portuguese and English, providing the following information and capabilities:

- A user interface to authenticate users accessing the Service;
- Information for users to select secured access;
- The terms and conditions about the service, a list of access point locations, as well as other information related to the Service.

The first page of the access portal should be a landing page, where the terms and conditions of the Service and any corresponding disclaimers shall be clearly displayed. The landing page shall provide to the user the option to accept or reject the terms and conditions of the Service. Users must accept the terms and conditions of the Service in

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<sup>a</sup> The System Provider refers to the successful bidder of the DSRT's Public Tender No. 1/2009

order to access the Service. All design and content on the access portal must be approved by the Bureau of Telecommunications Regulation (hereafter referred as the DSRT).

## 1.2 Project Website

The Operator shall establish a project website to introduce and promote the Service. It shall, at a minimum, provide the following information in Chinese (simplified and traditional), Portuguese and English:

1. A description of this project;
2. A list of frequently asked questions (FAQ) and corresponding answers;
3. Corresponding login methods to the Wireless Broadband System for different terminals such as handsets, notebook, etc.;
4. The terms of service and disclaimers accompanying the use of the Service, as well as the list of access point locations, a corresponding Wi-Fi signal coverage map, and any information as directed by the DSRT, etc.

The Operator is responsible in managing the website, whose content must be approved by the DSRT. The website shall be updated within, in normal situations, twenty-four (24) hours, or in emergency situations, three (3) hours, upon request from the DSRT. The domain name of the website shall be subject to approval by the DSRT. The Operator shall be responsible for the registration and renewal of said domain name, as well as other related matters.

## 1.3 Daily Operations

### *1.3.1 System Operation*

System operation shall include the following activities:

1. Manage network security components such as firewalls, intrusion detection systems, filters, authentication and authorization equipment, and any other maintenance work that ensures the normal operation of the network and 24x7 service provision to the public;
2. Manage and maintain users access records and information, such as MAC and IP addresses of users' terminal device, destination URL and IP addresses accessed by users, access time and duration, the wireless access point the user is connected to, etc. Such user access records should be kept at least for six (6) months. The user access record must be kept inviolable and confidential, only to be accessed upon request from competent agencies in MSAR;
3. Record all operational and maintenance work performed by or on the system (both hardware and software), such that all changes to the system may be traced and analyzed;

4. Managing the Access Portal and Project Website as stated in section 1.1 and 1.2 respectively;
5. Propose to the DSRT adjustments to the system, based on actual usage, that will ensure its efficient operation;
6. Execute works to the system that do not involve acquisition of additional equipment or personnel, as well as any connection work with other systems upon request from the DSRT.

### *1.3.2 Connectivity to the Internet, Other Public Telecommunication Services & Security Certificates*

The System Provider shall initially arrange for the Internet connectivity, any other telecommunications services and security certificates required by the Wireless Broadband System. Upon system acceptance by the MSAR Government and the commencement of services by the Operator, the Operator shall assume all rights and liabilities related to the above mentioned services, such as payment of monthly fee (e.g. water, electricity and telecommunications) and handle all daily operational matters, etc.

### *1.3.3 Water, Electricity and miscellaneous fees*

The Operator shall be responsible for the Network Management Centre's water and electricity bills as well as other miscellaneous fees, as well as the electricity and miscellaneous fees associated with the Wi-Fi access points. Please refer to DSRT's public tender no. 1/2009, Provision of Wireless Broadband System, annexes IA and IB for details.

## **1.4 System Maintenance**

The Operator is also required to perform system maintenance for the Wireless Broadband System mentioned in section 1 above. The scope of work includes first line maintenance of the system and preventive maintenance. First line maintenance refers to corrective maintenance such as swapping equipment or parts, restoring system/equipment back to its working configuration/setup. Preventive maintenance refers to any work listed in the preventive maintenance recommendations provided by the System Provider or the Equipment Vendor. In the case of problems that cannot be resolved by first line maintenance, the Operator shall contact the System Provider or the Equipment Vendor for support in the shortest time, at which point the System Provider shall provide the appropriate support required for the system restoration.

The Operator must also provide cleaning to the Network Management Centre, its corresponding public spaces, as well as all Wi-Fi access points and associated apparatus located at Wi-Fi access point locations according to the following schedule:

- Network Management Centre and its corresponding public spaces: once a day;
- Wi-Fi access points and associated apparatus: once a month.

The Operator shall be responsible for arranging its own transportation when dispatching personnel to various locations for system maintenance and cleaning.

## 1.5 Customer Service

The Operator shall provide customer service that shall respond to public enquiries and complaints concerning the Service provided. Customer service shall contain the capabilities and adhere to the requirements listed below:

Capabilities:

1. 24x7 operation;
2. Provide customer service in three (3) languages: Chinese (Cantonese and Mandarin), Portuguese and English;
3. Receive enquiries and complaints through multiple channels, including phone, fax and email, etc.;
4. Receive walk-in enquiries and complaints during MSAR Government office hours.

Requirements:

1. Respond (pick up a call) to at least 95% of all voice calls within twenty (20) seconds;
2. Respond to at least 99% of all written inquiries (fax and email) within twenty-four (24) hours;
3. Maintain call logs and voice recordings for at least six (6) months;
4. Maintain written inquiries and related documents for at least three (3) years.

## 1.6 Insurance

The Operator must arrange appropriate insurance covering the Wireless Broadband System and related apparatus, such as against fire, theft, and third party liability, etc.

## 1.7 Statistical Data and Reports

The Operator shall gather and organize various relevant statistical data, such as system availability, number of inquiries, average response time, number of system accesses, number of active users, etc., and report it monthly to the DSRT. The Operator shall also prepare for the DSRT monthly, quarterly, and yearly status reports. The details of the statistical data and reports shall be determined at an appropriate time by the DSRT and the Operator.

## 1.8 Operational Review

The DSRT shall perform an operational review no more than twice per year. The Operator shall cooperate with the DSRT in this review. The review shall cover all aspects of the project. The objective of the review is as follows:

1. To review the system apparatus in relation to system conditions and usage, and plan for any updates and adjustments to the system;
2. To review public demand and feedback on the Service and when necessary, adjust the operational guidelines or change the Operator's scope of work with mutual consent from the DSRT and the Operator;
3. To review the performance of the System Provider or Equipment Vendor, and set the future work plan.

## **2. Operational Team Requirements**

The Operational team must have adequate personnel to meet the daily workload. Core team members must possess sound qualifications in information and communication technologies, finance, customer services, etc.

## **3. Office Equipment and Other Necessary Apparatus**

The Operator shall provide all necessary equipment and apparatus outside that of the Wireless Broadband System. They include:

1. Office furniture and equipment such as desks, chairs, file cabinets, computers, stationary supplies, etc.;
2. Network Testing equipment;
3. Any other equipment and apparatus that the Operator considers necessary and are accepted by the MSAR Government.

## **4. Office Hours**

In order to provide 24x7 service to the public, the Operator shall provide a 24-hour rotational shift schedule for all necessary posts, such as network centre supervisor and customer support personnel, etc. Other posts can be filled according to MSAR Government office hours.

## **5. Length of Service**

The length of the service for this public tender is three (3) years, starting from the date, as confirmed by the MSAR Government, that the Operator commences its service provision. The MSAR Government and the Operator shall enter into discussion after two (2) years of service. The discussion shall serve as the basis of any contract renewal. The contents of the discussion is be determined by the two parties.

## **6. Price and Payment Schedule**

The price of contract should be quoted in Macao Patacas in the proposal. A complete package price should be quoted on a fixed lump-sum basis including all expenses in the light of the required scope of this Tender Specification listed in section 1 and 3 with a breakdown price table for each sub-section respectively, with the total price listed at the bottom of the table (see annex VIII).

Since only 34 Wi-Fi hotspot locations are set to be in service by the 2nd quarter of this year, the scope of work described in section 1 of this Tender Specification shall be confined to those 34 Wi-Fi locations, and the corresponding price quotation shall be in the form of a monthly fee. Prices for any work at additional Wi-Fi locations shall be quoted on per access point basis, which may be optioned at the MSAR Government's discretion based upon actual situation. As for the equipment listed in section 3 of this Tender Specification, the scope of work and its price should include all 83 Wi-Fi locations.

The payment for any equipment shall be made on a one-time basis, while payment for services shall be made on a quarterly basis, with the specific dates to be determined in the contract.

The price shall be inclusive of all taxes. The MSAR Government is not responsible for any possible taxes the Operator may be levied.

## **7. Obligations of the Operator**

The obligations of the Operator includes:

1. Fulfil all responsibilities assigned to it as stated in section 1 of this Tender Specification;
2. Ensure the effective operation of the Wireless Broadband System and the provision of quality services;
3. Provide all equipment stated in section 3 of this Tender Specification;
4. Determine and enact detailed operation guidelines;
5. Operation personnel must be local residents, except those approved by the MSAR Government;
6. Provide suitable benefits to all personnel, such as a provident fund regime, etc.

## **8. Regulations of the Invitation to Tender**

All works involved and equipment provided as described in this invitation to tender must strictly adhere to the terms and conditions stated in the contract and its annexes which are considered as integral parts of the contracts.

In addition to the conditions stipulated in this Tender Specification, the bidders must also comply with all other applicable laws and regulations presently in force.

## **9. Return of Guarantee**

After the contract period expires, the MSAR Government shall return the guarantee or any retaining funds that the Operator is entitled to.

## **10. Fines and Penalties**

If the Operator fails to fulfil the contract obligations for reasons other than force majeure, the MSAR Government will levy from the Operator a daily fine ranging from ten thousand (10,000) Patacas to 1/365 of the annual value of the contract. This fine shall continue to be levied until the contract obligations are fulfilled. If the Operator fails to settle this fine, the MSAR Government shall unilaterally subtract this fine from the eventual payment due to the Operator. The particulars of this procedure shall be established in the contract. All fines and penalties listed in this section shall be made payable to the MSAR Government.

## **11. Non-fulfilment of Contract**

The Operator is considered to have failed in fulfilling its contract obligations in any of the following conditions:

1. Unable to operate or maintain the Wireless Broadband System;
2. For reasons other than force majeure or those outside the Operator's control, unable to maintain the 99.9% availability of the system. The system is considered not available when more than 20% of Wi-Fi access point locations cannot provide Wi-Fi service or connect to the local or overseas destinations on the Internet;
3. Violating the terms and conditions of the contract.

In the event the Operator is determined to have failed in fulfilling its contract obligations, the MSAR Government reserves the right to void the contract and retain all guarantees, as well as to pursue compensation through legal procedures.

## **12. Transfer of Contract**

Without prior approval from the MSAR Government, the Operator shall not transfer any portion of its operation contract or any of its derivative rights and responsibilities.

For the above approval to be effective, the following conditions are to be satisfied:

1. The receiver must present all the necessary documents regarding the transfer as requested by the MSAR Government;
2. The MSAR Government shall deliberate on the receiver's qualifications, including whether its tax situation, social security payments situation, solvency status, liquidation status or cease of operation status as well as any other decisions pending upon the receiver;
3. The receiver must satisfy all specific requirements for this act as set by the MSAR Government.

### **13. Costs Derived from Contract**

Under article 47 paragraph 3 in Decreto-Lei no. 63/85/M, the Operator shall be responsible for all costs derived from the signing of the contract, including but not limited to stamp tax.

### **14. Dispute Resolution**

Any disputes involving the validity of the contract, as well as any interpretation or implementation of the conditions therein, which could not be resolved through mutual agreement, are to be resolved by the competent courts in MSAR.

### **15. Other Regulations and Conditions to be Observed**

The Operator must strictly adhere to all terms and conditions listed out in the contract and its supplementary documents package, as well as any Macao Special Administrative Region laws and regulations that may apply, including but not limited to Law no. 14/2001 and Administrative Regulation no. 24/2002.

The Tender Procedure, Tender Specification, Annexes, and proposal submitted by the bidder are to become parts of the contract documents. In the event of any differences or contradictions in any of the document listed in the contract documents, precedence is given to the document that is ordered first.

In the event of ambiguity between the English and Chinese versions of this document, the Chinese version shall prevail.

## Annex I – Sample Declaration to abide by the Administration’s “Incorruptness and Trustworthiness Provision”

### 聲明書(擬本)

(1)\_\_\_\_\_，總部設於(2)\_\_\_\_\_ [商業登記編號\_\_\_\_\_]，[(3)根據附上由\_\_\_\_\_，\_\_\_\_\_籍，出生於\_\_\_\_\_，居住於\_\_\_\_\_，於\_\_\_\_/\_\_\_\_/\_\_\_\_簽署之授權書，以被授權人身份有權執行有關行為]，作為(1)\_\_\_\_\_ 擁有人/代表人，為一切法律效力，特此聲明有關第 1/2010 號公開招標取得“無線寬頻系統的營運服務”事宜，承諾接受及遵守行政當局訂定之「廉潔誠信規定」條款(附件)；若違反相關條款，澳門特別行政區政府有權解除合同，承攬人須負責由此引起的一切損失的賠償。

(簽名需經公證認定) 簽名

年 月 日於澳門

### (附件) 廉潔誠信規定

1. 營運者、其股東及僱員不得作出任何貪污舞弊行為；如營運者發現人員涉嫌觸犯貪污舞弊等罪行，應立即向廉政公署舉報。
2. 營運者、其股東及僱員與行政當局人員的公務往來中(尤其是在投標程序或履行合同期間)，不得給予行政當局的公務人員或其家屬任何利益或款待，除非款待屬即場消費且符合風俗習慣，又或屬履行合同的責任。
3. 在投標程序及履行合同期間，如營運者發現本身、其股東或僱員與負責上述工作的公務人員或其配偶之間存在極親密〔例如配偶或同居、直系及旁系血親或姻親(如父母、子女、女婿、媳婦、兄弟姊妹、姐夫、妹夫、兄嫂、弟婦等)〕、利益伙伴(如彼此之間屬商業伙伴或存在三萬元以上債權債務關係)或嚴重交惡關係(如彼此私人之間正進行司法訴訟)，必須立即主動書面通知行政當局。
4. 營運者如發現本身與項目的監督實體(一般為非政府部門)存在利益關係(例如彼此之間正進行商業交易、又或屬於子母公司、從屬公司或合作伙伴)，必須立即主動書面通知行政當局。
5. 如營運者將項目作出分判，須立即將分判商的資料送交行政當局；此外，營運者必須告誡分判商不得作出任何貪污舞弊行為。
6. 如營運者發現分判商或再分判商涉嫌觸犯貪污舞弊等罪行，應立即向廉政公署舉報。
7. 營運者、其股東、分判商及僱員如違反上述條款，澳門特別行政區有權解除合同，承攬人須負責由此引起的一切損失的賠償。

- (1) 投標人名稱；
- (2) 投標人公司總部所在地；
- (3) 投標書由被授權人簽名時填寫。

**Note: This sample is for reference only. Only a Chinese or Portuguese declaration will be accepted.**

## Annex II – Sample declaration to hire local personnel

### 聲明書(擬本)

(1)\_\_\_\_\_，總部設於(2)\_\_\_\_\_ [商業登記編號\_\_\_\_\_]，[(3)根據附上由\_\_\_\_\_，\_\_\_\_\_籍，出生於\_\_\_\_\_，居住於\_\_\_\_\_，於\_\_\_\_/\_\_\_\_/\_\_\_\_簽署之授權書，以被授權人身份有權執行有關行為]，作為(1)\_\_\_\_\_擁有人/代表人，聲明若獲判給無線寬頻系統的營運服務，提供相關服務的員工，除非有特別原因及獲得澳門特別行政區政府批准外，均為本地人士。

(簽名需經公證認定) 簽名

年 月 日於澳門

- (1) 投標人名稱；
- (2) 投標人公司總部所在地；
- (3) 投標書由被授權人簽名時填寫。

**Note: This sample is for reference only. Only a Chinese or Portuguese declaration will be accepted.**

### **Annex III – Sample Declaration to Renounce Rights Derived From Other Legal Jurisdictions**

#### 聲明書(擬本)

(1)\_\_\_\_\_，總部設於(2)\_\_\_\_\_ [商業登記編號\_\_\_\_\_]，[(3)根據  
附上由\_\_\_\_\_，\_\_\_\_\_籍，出生於\_\_\_\_\_，居住於\_\_\_\_\_，於  
\_\_\_/\_\_\_/\_\_\_簽署之授權書，以被授權人身份有權執行有關行為]，作為  
(1)\_\_\_\_\_ 擁有人/代表人，為一切法律效力，特此聲明有關第 1/2010 號公開招標  
取得“無線寬頻系統的營運服務”之一切事宜，只受澳門特別行政區之法律及法院  
約束及管轄，明確放棄適用其他國家或地區的法律管轄。

日期

(簽名需經公證認定) 簽名

- (1) 投標人名稱；
- (2) 投標人公司總部所在地；
- (3) 投標書由被授權人簽名時填寫。

**Note: This sample is for reference only. Only a Chinese or Portuguese declaration  
will be accepted.**

## **Annex IV – Tender Proposal Receipt Sample**

(1) \_\_\_\_\_，於澳門特別行政區電信管理局一樓遞交一個以火漆封口，其內載有：

- 一、 關於為取得“無線寬頻系統的營運服務”的第 1/2010 號公開競投標書；
- 二、 關於計劃內所述的必須文件；
- 三、 已繳交臨時擔保金的證明；
- 四、 如投標人為非本地居民，或是其總部不設在澳門特別行政區之企業，其作出經公證認定之書面聲明書，聲明所有與本投標有關之行爲，放棄受其他地區法院管轄；
- 五、 其他有助正確審議標書所需文件。

(簽名毋須經公證認定) 簽名

年 月 日於澳門

(1) 投標人名稱。

**Note: This sample is for reference only. Only a Chinese or Portuguese receipt will be accepted.**

## **Annex V - Bank Guarantee or Performance Bond Sample**

金額：澳門幣.....元正  
銀行擔保/保險擔保編號.....

應第1/2010號公開招標投標人.....(1)之要求，.....(2)銀行/保險公司現開具抬頭人爲“澳門特別行政區政府”，金額爲.....(3)之銀行擔保/保險擔保(4)乙份，以保證上述投標人完全正確及適時地履行提交投標書之義務，本銀行/保險公司保證支付澳門特別行政區政府因投標人沒有履行義務而要求繳付之任何金額，但以本銀行擔保/保險擔保(4)之金額爲限。

根據7月6日第63/85/M號法令第十九條之規定，本擔保有效。

(簽名須經公證認定) 簽名

年 月 日於澳門

- (1) 投標人姓名或投標公司名稱；
- (2) 銀行/保險公司名稱；
- (3) 註明銀行擔保或保險擔保之金額；
- (4) 註明是銀行擔保或是保險擔保。

**Note: This sample is for reference only. Only a Chinese or Portuguese document will be accepted.**

## **Annex VI – Proposal assessment scheme**

The Evaluation Committee will assess tender proposals based on the criteria and weightings listed in the following table:

	<i>Criteria</i>	<i>Weighting</i>
1	Price	40%
2	Company background and experience in ICT	5%
3	Quality of the proposal	25%
4	Quantity of Personnel Strength of Personnel <ul style="list-style-type: none"><li>• Qualifications</li><li>• Professional accreditation</li></ul>	30%

## **Annex VII – Clarification Inquiry Sample Receipt**

(1) \_\_\_\_\_，於澳門特別行政區電信管理局一樓遞交一份關於為取得“無線寬頻系統的營運服務”的第 1/2010 號公開競投的要求解釋書

(簽名毋須經公證認定) 簽名

年 月 日於澳門

(1) 投標人名稱。

**Note: This sample is for reference only. Only a Chinese or Portuguese receipt will be accepted.**

## Annex VIII – Breakdown Price Table Sample

In this Breakdown Price Table, the following points should be considered:

1. Prices should be quoted on unit price basis similar to the example in the table below (with breakdowns as detail as possible);
2. Applicable prices for each service or piece of equipment shall be listed, either as a one-time fee or monthly fee;
3. The table below is not an exhaust list and it is a template for reference only. Bidders are requested to elaborate the items in detail and add items considered to be essential for this project.

Items	One-time Fee (if applicable)	Monthly Fee (If applicable)	Quantity	Amount
<b>1 Wireless Broadband System Operation</b>				
1.1 Access Portal				
1.1.1 Daily operation and maintenance				
1.1.2 Updates				
1.1.3 .....				
1.2 Project Website				
1.2.1 Design				
1.2.2 Daily operation and maintenance				
1.2.3 .....				
1.3 System Daily Operation				
1.3.1 System Operation				
1.3.1.1 .....				
1.3.2 Communication Services				
1.3.2.1 Internet Connectivity				
1.3.2.2 Other Telecom Services				
1.3.2.3 Security Certificates				
1.3.2.4 .....				
1.3.3 .....				
1.4 System Maintenance				
1.4.1 .....				
1.4.2 .....				
1.5 Customer Support				
1.5.1 .....				
1.5.2 .....				
1.6 Others				
1.6.1 .....				
<b>Subtotal 1</b>				
<b>2 Other Equipment</b>				
2.1 Office Equipment				
2.1.1 Desks				
2.1.1.1 .....				
2.1.2 Chairs				
2.1.3 Stationary Supplies				
2.1.3.1 .....				

2.1.4	Personal Computers				
2.1.5	.....				
2.2	Test Equipment				
2.2.1	Protocol Analyzer				
2.2.2	UTP cable tester				
2.2.3	.....				
<b>3</b>	<b>Others</b>				
3.1	.....				
3.2	.....				
<b>Subtotal 2</b>					
<b>Total (Subtotal 1 + Subtotal 2)</b>					

<b>4</b>	<b>Optional</b>				
4.1	Operation and maintenance of each additional Wi-Fi access point (including all expenses except for public telecommunications services)				
4.2	.....				
<b>Subtotal 3</b>					

**Note : The annex is for reference only and may not be submitted as Breakdown Price Table.**

# Annex IX – Network Operating Centre Floor Plan

The following diagrams are for reference only; there may be discrepancies from the actual situation.

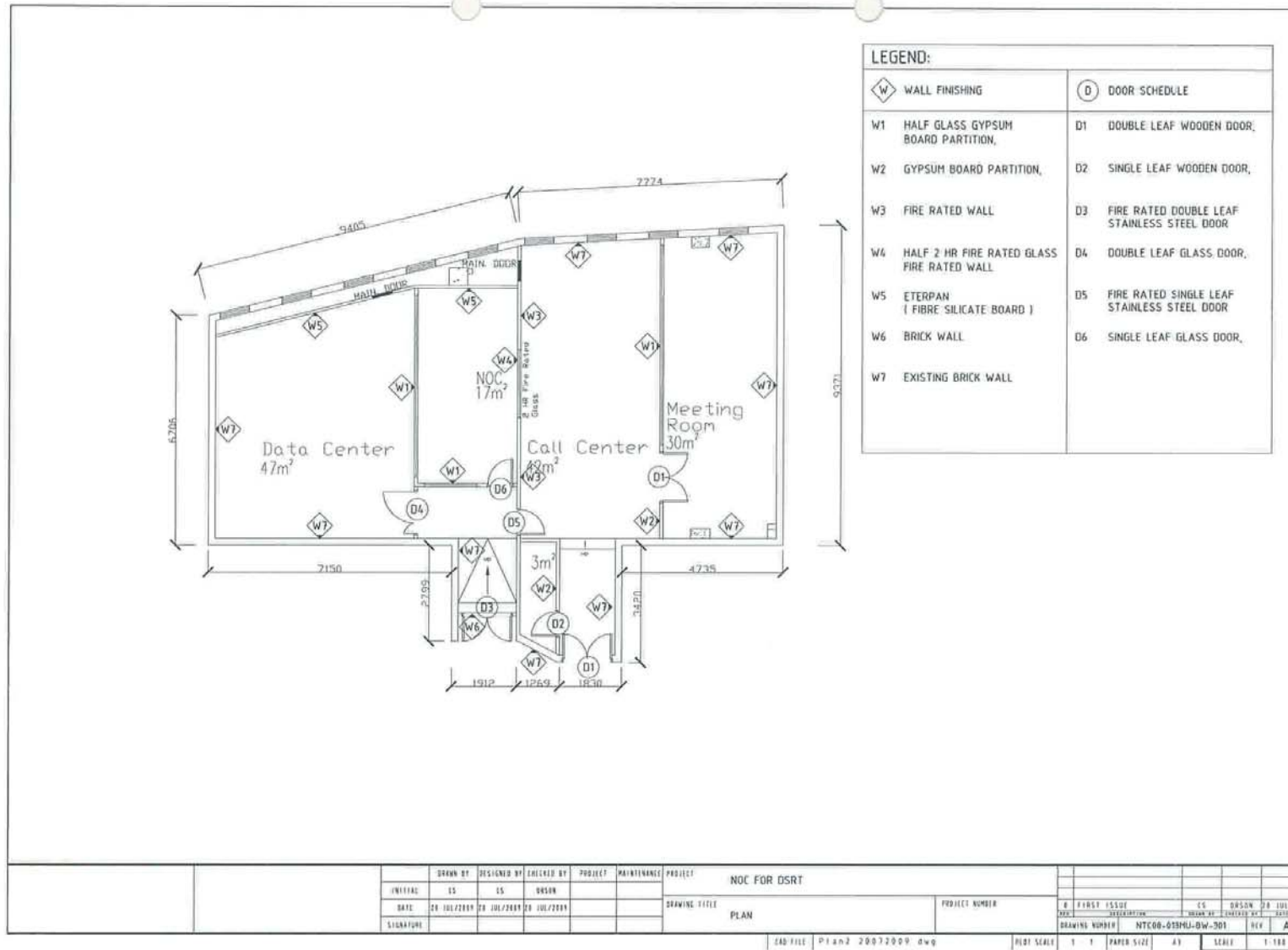
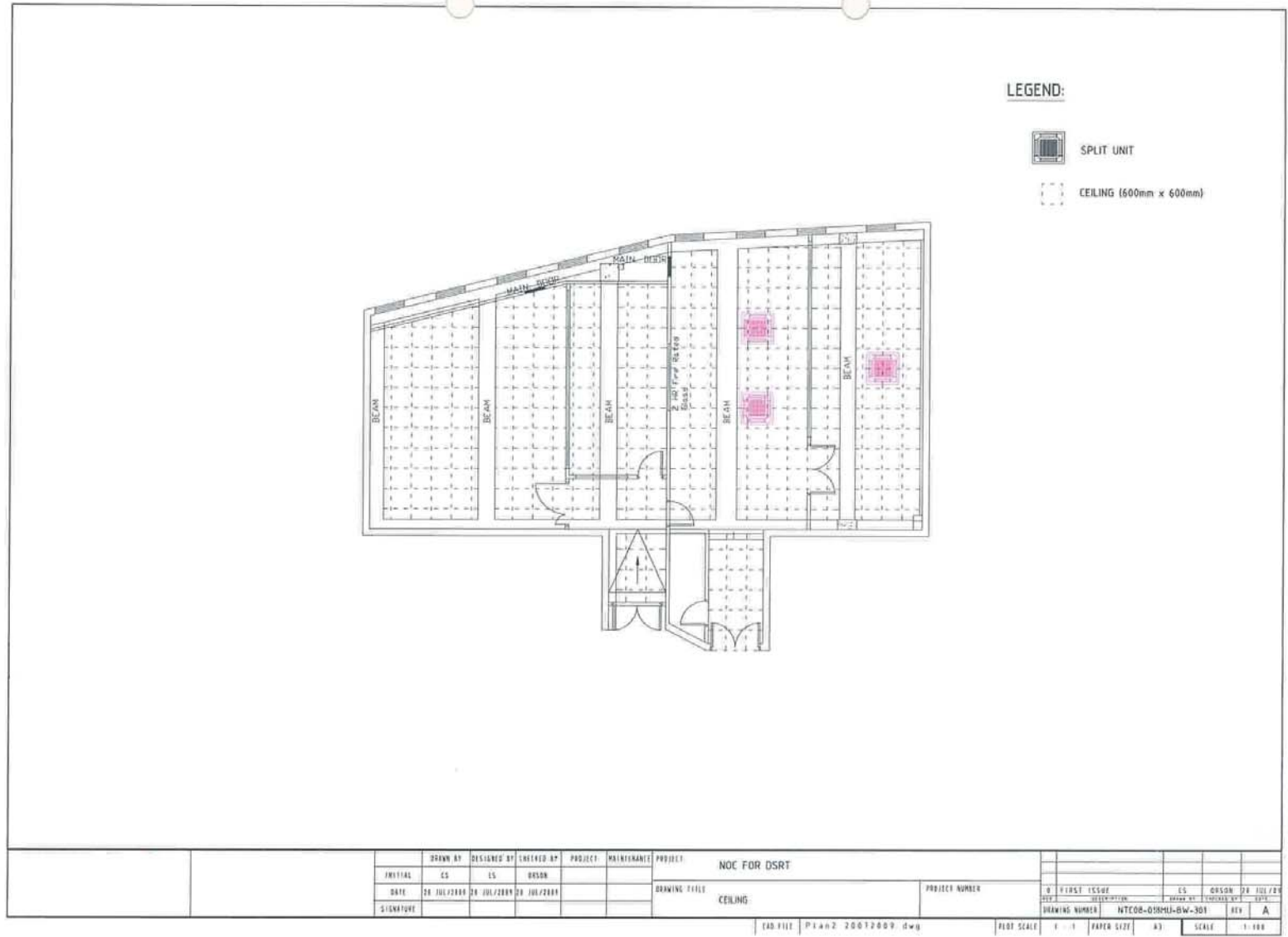


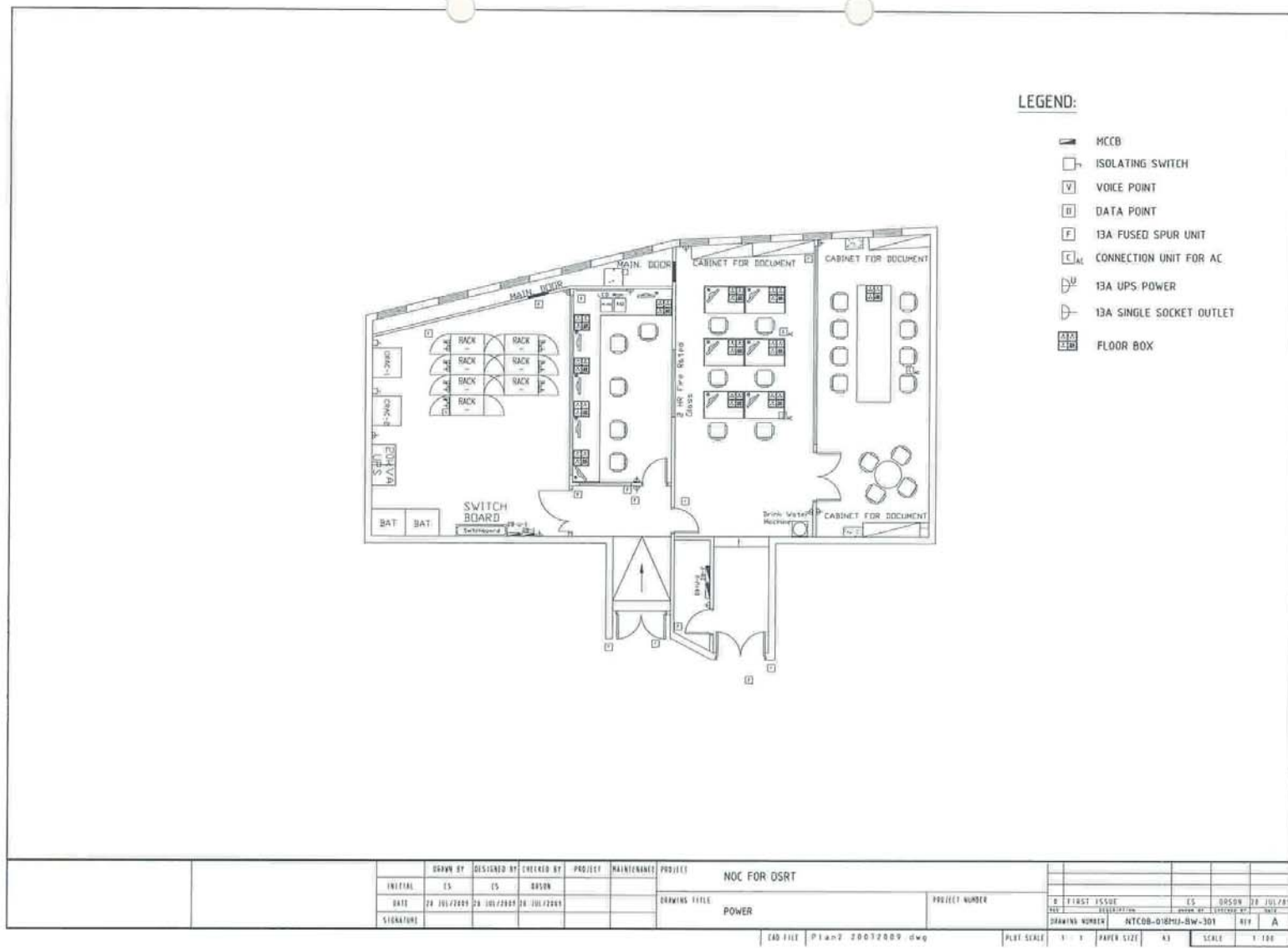
Figure 1 Floor Plan



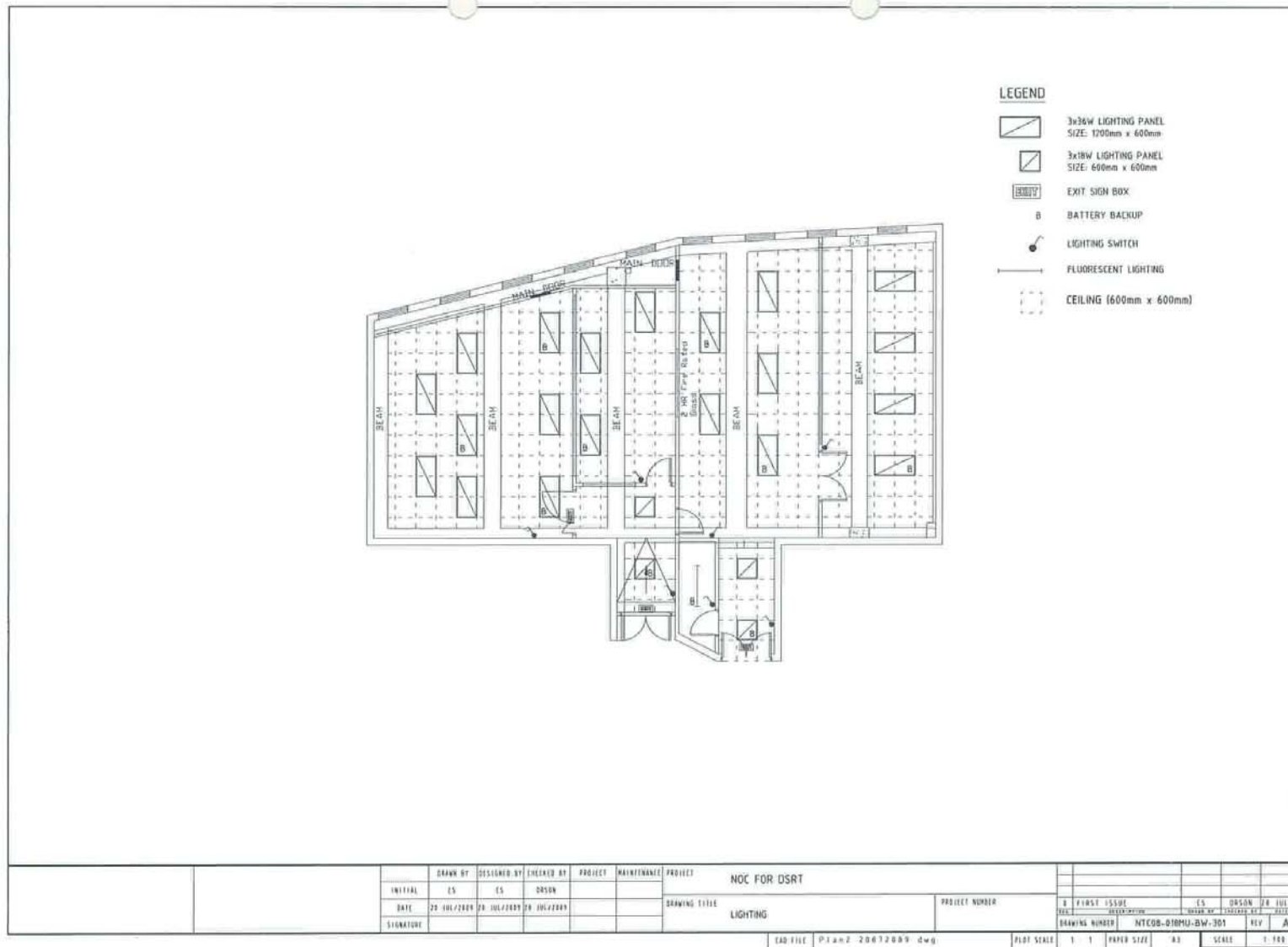


**Figure 3 Ceiling Diagram**





**Figure 5 Power System Diagram**



**Figure 6 Lighting Diagram**



