

## **Tender Notice**

### **T/2019/021: Operator for Service Provision, Customer Service, and Network Equipment Maintenance for Broadband Service at Bel-Air Residence**

Hong Kong Cyberport Management Company Limited (“HKCMCL”) invites interested parties to submit tender for the Operator for Service Provision, Customer Service, and Network Equipment Maintenance for Broadband Service at Bel-Air Residence. The goal of this project is look for an operator for provision and support of broadband service for Bel-Air residence as well as upgrade and maintenance service for network equipment inside its infrastructure. Refer to Annex A (enclosed) for the tender brief.

Interested parties with relevant experience shall obtain the tender document on HKCMCL website in the “Tender Notice” Section. Please sign and return the Confidentiality and Non-Disclosure Agreement (enclosed) and contact Mr Sunny Ho at 3166 3813 for obtaining a password to open the tender document. The tender closing date is 13 March 2020 at 3:30 p.m. (Hong Kong Time).

If the company does not submit a tender or decline for submission after having replied to this notice, the company may be suspended from any tendering of contracts for a period of time.

All costs and expenses incurred for or in connection with any response to this invitation, including the preparation of any submission, shall be borne entirely by the party concerned without recourse to HKCMCL.

Please note that submissions are being invited on a non-committal basis and this Invitation does not constitute any part of an offer by HKCMCL. HKCMCL is not bound to award any contract to any of those parties which have replied to this notice.

**Date of Revised: 4 March 2020**

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN:

**HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED** (香港數碼港管理有限公司), a company incorporated in Hong Kong having its registered office at Level 6, Cyberport 2, 100 Cyberport Road, Hong Kong (“**HKCMCL**”);

and

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a company incorporated in \_\_\_\_\_ having its registered office at \_\_\_\_\_ (the “**Potential Service Provider**”).

The above parties shall hereinafter together referred to as “the Parties”, each a “Party”.

WHEREAS

- A. For the purposes of negotiating and concluding a possible business relationship between the Parties, the Potential Service Provider may have access to the Confidential Information (as defined below).
- B. The Parties have therefore agreed to enter into this non-disclosure agreement (“**this Agreement**”) in respect of the use and protection of the Confidential Information.

NOW IT IS HEREBY AGREED as follows:

### Definition of Confidential Information

- 1. For the purpose of this Agreement, “**Confidential Information**” shall include the information and materials below regardless of the medium in which they are stored:
  - (a) any information relating to the business affairs, finances, transactions, technology or technical processes of HKCMCL or its affiliates, clients or any third parties to whom HKCMCL owes a duty of confidentiality (collectively, “**HKCMCL Related Parties**”) or any information relating to any project of any HKCMCL Related Parties (including without limitation to the Cyberport project); and
  - (b) any inventions, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes (both technical and business), procedures, techniques, methods, processes, drawings, diagrams, designs, formulae, analysis, customer and vendor lists, prospect lists, transaction data, pricing information of or owned by any HKCMCL Related Parties,

disclosed or furnished by HKCMCL (or any of its directors, employees, agents or representatives) to the Potential Service Provider (or any of its directors, employees, agents or representatives).

### **Permitted Use & Non-Disclosure**

2. Confidential Information provided to the Potential Service Provider shall be used exclusively by the Potential Service Provider in connection with its preparation of proposal in response to the request for proposal ("**TENDER**") in relation to which the Confidential Information is provided (the "**Permitted Purpose**"). The Potential Service Provider shall not use the Confidential Information for any other purpose.
3. The Potential Service Provider shall hold the Confidential Information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose any Confidential Information to any third party (including any partner, employee, agent or representative of HKCMCL) except to those directors, employees, agents and advisors of the Potential Service Provider who need to have the Confidential Information in order to further the Permitted Purpose and who have been apprised of the confidential nature of the Confidential Information.
4. The Potential Service Provider shall ensure that its directors, employees, agents, representatives and advisors to whom any Confidential Information is disclosed comply with the terms of this Agreement.
5. Upon completion of the Tender process, the Potential Service Provider shall return to HKCMCL all documents, records and materials containing any Confidential Information that have been furnished to the Potential Service Provider, accompanied by any copies thereof created by the Potential Service Provider.

### **Non-Promotion**

6. The Potential Service Provider shall not, without the prior written consent of HKCMCL in each instance:
  - (a) use in any advertising or promotional materials or otherwise the name of Cyberport or any HKCMCL Related Parties, or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by any HKCMCL Related Parties; or
  - (b) represent, directly or indirectly, that any product or any service provided by the Potential Service Provider has been approved or endorsed by any HKCMCL Related Parties.

### **Indemnification**

7. The Potential Service Provider agrees to indemnify HKCMCL for damages arising from any breach of the terms of this Agreement by Potential Service Provider or its present or future directors, employees, representatives, agents or advisors. This Clause 7 shall survive the termination or expiration of other obligations of the Potential Service Provider under this Agreement.

### **Equitable Remedies**

8. Without prejudice to any other rights HKCMCL may have, the Potential Service Provider agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Potential Service Provider of this Agreement; accordingly, the Potential Service Provider agrees that HKCMCL shall be entitled to specific performance of the obligations of the Potential Service Provider contained in this Agreement and to the remedies of an injunction and other equitable relief for any actual or threatened breach of the obligations of the Potential Service Provider contained in this Agreement.

### **Continued Obligations**

9. Whether or not the Parties enter into a business relationship, the obligations of the Potential Service Provider under this Agreement shall continue with respect to each item of Confidential Information hereunder until five (5) years following the date of disclosure of such item of Confidential Information to the Potential Service Provider. The restrictions imposed on the Potential Service Provider under Clause 7 shall continue indefinitely unless HKCMCL agrees otherwise.

### **Governing law**

10. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The courts of Hong Kong shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any proceeding, suit or action arising out of or in connection with this Agreement may be brought in such courts.

**IN WITNESS WHEREOF** the Parties have duly executed and delivered this Agreement on the day and year first above written.

Signed by )  
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for and on behalf of )  
**Hong Kong Cyberport** )  
**Management Company Limited** )  
(香港數碼港管理有限公司) )  
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**Background & Tender Brief**

**1 Background**

- 1.1 Cyberport enriches residents' lives at Bel-Air through the provision of a state-of-the art IT&T infrastructure. The IT&T Infrastructure at Bel-Air is owned by Skillful Limited, a company wholly owned by the Financial Secretary Incorporated (FSI). We, Hong Kong Cyberport Management Company Limited (HKCMCL) also a company wholly owned by FSI, manage the IT&T Infrastructure at Bel-Air and provide the IT&T service at Bel-Air on behalf of Skillful Limited.
- 1.2 Cyberport Broadband Service are provided on the Cyberport Internal Private Network (IPN). The Internal Private Network for Residential is extended from the existing Cyberport Optical Network infrastructure. It is enabled with delivery of Internet access, free Wi-Fi services at public areas and Satellite Master Antenna Television (SMATV) services.
- 1.3 HKCMCL is now looking for an operator for provision of service for Bel-Air residence. It is not only for provision and support of broadband service, but also for provision of maintenance service for network equipment at Bel-Air for supporting HKCMCL to provide broadband and wireless network service.

**2 Tender Brief**

- 2.1 The scope of the proposed project shall include:
  - Provision of Network Equipment Maintenance Service.
    - Provide maintenance service to exiting network equipment.
    - Manage and operate new equipment after replacement.
  - Provision of Broadband Service.
    - Provide and maintain broadband and wireless network service to Bel-Air residence.
    - Promote and sell HKCMCL's Internet broadband services to Bel-Air residence.

**3 Tentative Schedule**

February - March 2020	Tender Exercise
April 2020	Contract award
April - June 2020 (Latest)	Handover from existing service provider
1 July 2020 (Latest)	Cut-Off Date