

Tender Notice

[T/2019/004: Facilities Management Service Provider Service]

Hong Kong Cyberport Management Company Limited (“HKCMCL”) invites interested parties to submit tender for the provision of Facilities Management Service covering the whole Cyberport Campus.

Interested parties with relevant experience shall fill-in the acknowledgment receipt, confidentiality and non-disclosure undertaking and send them to the following on or before 3:00 p.m. of 14 August 2019 together with a tender deposit cheque in the amount of HKD1,000 payable to Hong Kong Cyberport Management Company Limited.

By Post:

Hong Kong Cyberport Management Company Limited
Units 1102-04, Level 11, Cyberport 2,
100 Cyberport Road,
Hong Kong

Attn: Manager – Compliance and Procurement

Tender document will be made available for collection by the interested parties.

If the company does not submit a tender or decline for submission after having replied to this notice, the company may be suspended from quotation for 3 months and the tender deposit paid will be forfeited by HKCMCL.

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 Issue: 7 August 2019

Acknowledgment Receipt

T/2019/004:

Facilities Management Service – Invitation for Expression of Interest

This tender is to appoint a Facilities Management Service Provider (FMSP) to manage seamlessly the Cyberport facilities, people, work process, technology infrastructures at a facility management approach upon expiry of the existing Facilities Management service contract on 31 March 2020. The FMSP shall respond to a three (3) year term with an option to renew for a further period not exceeding three years, at the Landlord’s sole discretion.

Please complete and return this form by email to Hong Kong Cyberport Management Company Limited by **14 August 2019 (Wednesday) 15:30.**

To : Mr. Howard Cheng/ Mr. Landy Hung
By email : procurement@cyberport.hk

(Please tick where appropriate)

- Yes, we are interested to tender.** (Tender document will be prepared for collection by the tenderer. Tenderer will be required to pay a tender deposit of HKD1,000 upon collection of the tender document. If the tenderer does not submit a tender or decline for submission after ticked “Yes”, the tenderer will be suspended from submitting quotation for 3 months and the tender deposit will be forfeited).
- No, we are not interested to tender.**

Acknowledged by

_____ Date: _____

Signature and Company Chop

Name in Block Letters	_____
Company Name	_____
Company Address	_____ _____
Telephone No.	_____ Fax No. _____
E-Mail Address	_____ _____

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Undertaking is given by the undersigned in favour of Hong Kong Cyberport Management Company Limited (HKCMCL) in consideration of HKCMCL agreeing to supply to the undersigned copies of the Notes to Tenderer, Conditions of Tender, Articles of Agreement, General Conditions of Contract and Request for Proposal (collectively the "Tender Documents") for the tender of Facilities Management Service Provider Service and to allow the undersigned to carry out a further study and prepare a proposal in response and pursuant to the Tender Documents (the Authorised Purpose).

NOW THEREFORE, the undersigned hereby agrees and undertakes as follows:-

- 1 In the course of carrying out the Authorised Purpose, the undersigned may have access to information or materials which is proprietary or confidential to HKCMCL or to third parties to whom HKCMCL owes a duty of confidentiality, including but not limited to materials describing or relating to the business affairs, policies or procedures of HKCMCL or such third parties, formulas, strategies, methods, processes, personal data, computer materials, including source or object codes, data files, computer listings, computer programs, and other computer materials (regardless of the medium in which they are stored), or other information.
- 2 All communications or data, in any form, which are disclosed by HKCMCL to the undersigned or obtained by the undersigned pursuant to or in connection with the Tender Documents or the Authorised Purpose and which are to be protected hereunder shall be considered as "Confidential Information".
- 3 For the purpose of this Undertaking, Confidential Information includes all information or data, whether written, oral or in any other tangible form, concerning HKCMCL which is furnished to the undersigned by or on behalf of HKCMCL, whether before or after the date of this Undertaking.
- 4 This Undertaking will terminate five (5) years from the date of signing.
- 5 The undersigned undertakes and agrees that any Confidential Information disclosed hereunder shall be used by the undersigned solely for the Authorised Purpose and except as may be required by applicable law or, by any supervisory or regulatory body in any jurisdiction, the undersigned will not disclose or disseminate such Confidential Information to anyone, except to those employees (including employees of its parent, subsidiaries and affiliates) and professional advisers who have a need to know such Confidential Information for the purpose for which it is disclosed
6. The undersigned shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall ensure that all of its employees and professional advisers having access to Confidential Information adhere to the terms of this undertaking as if they were a party hereto.
- 7 All material containing in the Confidential Information shall remain the property of HKCMCL. HKCMCL shall retain all right, title and interest in and to the Confidential Information. No licence under any trademark, patent, copyright, or any other intellectual property right, is granted or implied by the disclosure of any Confidential Information.
- 8 Notwithstanding anything in this Undertaking to the contrary, HKCMCL does not make any representations or warranties of any nature whatsoever with respect to any information

disclosed, including, without limitation, any warranties of merchantability or fitness for a particular purpose or against infringement, the accuracy or completeness of the Confidential Information and shall incur no liability to the other or any other person resulting from the use of the Confidential Information.

- 9 The undersigned acknowledges that in the event of an unauthorized disclosure or any breach of this Undertaking by the undersigned could cause irreparable injury to HKCMCL, the damages incurred by HKCMCL may be difficult if not impossible to ascertain, and that HKCMCL may seek injunctive relief as well as monetary damages against the undersigned that breaches this Undertaking. The undersigned will pay all costs incurred in enforcing this Undertaking, including attorney fees, to HKCMCL.
- 10 Upon expiration of the period of confidentiality, or sooner upon written request of HKCMCL, all Confidential Information in the possession of the undersigned shall be returned to HKCMCL or destroyed, at the option and instruction of HKCMCL.
- 11 This Undertaking shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“HKSAR”) and the undersigned agree to submit to the non-exclusive jurisdiction of the courts of HKSAR.

Dated this ____ day of _____ 2019

SIGNED)
By)
)
for and on behalf of)
[Company Name]) _____
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)
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_____)
in the presence of)
as Witness)