

JLL/CYBT/2020/RFQ/074

Tender Notice

Bridge Cladding Improvement Works at North and South Bridges of Cyberport

On behalf of Hong Kong Cyberport Management Company Limited (“HKCMCL”), we, Jones Lang La Salle Ltd (“JLL”), invite interested parties to submit tender for bridge cladding improvement works at Cyberport.

The scope of the works shall cover the Bridge Cladding Improvement Works at South and North Bridges at Cyberport.

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 Undertaking (enclosed) and contact Ms. Mandy Tang at 5501 7538 (fmoprocurement@cyberport.com.hk) for obtaining a password to open the tender document. The tender closing date is **21st September 2020 at 3:00 p.m. (Hong Kong Time)**.

If the company does not submit a tender or decline for submission after obtaining the password to open the tender document, the company may be suspended from quotation/Tender 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 and JLL.

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 and JLL. HKCMCL and JLL are not bound to award any contract to any of those parties which have replied to this notice.

In case of doubt, please contact Ms. Mandy Tang at 5501 7538 (fmoprocurement@cyberport.com.hk) directly.

For and on behalf of
Hong Kong Cyberport Management Company Limited

Jones Lang La Salle Ltd

Date of Issue: 9th September 2020

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Undertaking is given by the undersigned in favor of Jones Lang LaSalle Ltd (JLL) in consideration of JLL agreeing to supply to the undersigned copies of the Notes to Tenderer, Conditions of Tender, Articles of Agreement, General Conditions of Contract and Specification (collectively the "Tender Documents") for the Bridge Cladding Improvement Works at North and South Bridges of Cyberport (JLL/CYBT/2020/RFQ/074) 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 JLL or to third parties to whom JLL owes a duty of confidentiality, including but not limited to materials describing or relating to the business affairs, policies or procedures of JLL 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 JLL 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 JLL which is furnished to the undersigned by or on behalf of JLL, 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 JLL. JLL 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, JLL 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 JLL, the damages incurred by JLL may be difficult if not impossible to ascertain, and that JLL 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 JLL.

- 10 Upon expiration of the period of confidentiality, or sooner upon written request of JLL, all Confidential Information in the possession of the undersigned shall be returned to JLL or destroyed, at the option and instruction of JLL.

- 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 _____ 20__

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