

Tender Notice

T/2020/038: Feasibility Study for Wi-Fi Infrastructure of Cyberport

Hong Kong Cyberport Management Company Limited (HKCMCL) invites interested parties to submit tender for a Feasibility Study for Wi-Fi Infrastructure of Cyberport. HKCMCL is currently owned a Cyberport Wi-Fi infrastructure and providing Wi-Fi Service for the Cyberport campus including Cyberport 1-4, The Arcade and the Le Meridien Cyberport hotel, Smart-Space 8 at Tsuen Wan, Podium. The project aims at looking for an in-depth assessment on the Wi-Fi infrastructure for the Cyberport Campus to evaluate current environment, identify areas of risk and opportunities for improvement, and determine next steps in design innovation for next-generation wireless network. Please refer to Annex A for details.

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) to sunnyho@cyberport.hk and contact Mr. Sunny Ho at 3166 3813 for obtaining a password to open the tender document. The tender closing date is **5 November 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 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 Issue: 6 October 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

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

The above parties shall hereinafter together refer 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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Signature & Company Chop

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Background & Tender Brief

1 Background

- 1.1 Cyberport is an innovative digital community with 1000 digital tech companies. It is managed by Hong Kong Cyberport Management Company Limited, which is wholly owned by the Hong Kong SAR Government.
- 1.2 HKCMCL is currently owned a Cyberport Wi-Fi infrastructure and providing Wi-Fi Service for the Cyberport campus including Cyberport 1-4, The Arcade and the Le Meridien Cyberport hotel, Smart-Space 8 at Tsuen Wan, Podium.
- 1.3 HKCMCL is intended to perform an in-depth assessment on the Wi-Fi infrastructure for the Cyberport Campus to evaluate current environment, identify areas of risk and opportunities for improvement, and determine next steps in design innovation for next-generation wireless network.
- 1.4 Through the assessment, HKCMCL is looking to achieve:
- Review and improve the current Cyberport Campus Wi-Fi infrastructure and User experience.
 - Improve ability to support new technology such as IoT.
 - Prepare for new or upgraded WLAN solutions that allow innovation such as IoT and smart parking.

2 Tender Brief

- 2.1 The proposed Wi-Fi services, systems, infrastructures, and installations shall be fully coordinated and integrated with the business needs and development planning of Cyberport, taking into account the site constraints and external factors. In addition to satisfying the statutory and performance requirement, adequate consideration shall be given to various aspects.
- 2.2 The key Services and Deliverables

The key services and deliverables required from the Consultant include the following:

Item	Description	Time for completion
(a)	Project initiation document (PID)	Dec 2020
(b)	Stage plans, highlight reports and meeting minutes	Ongoing throughout the contract period
(c)	Users requirements reports and first conceptual design reports	Feb 2021
(d)	Final conceptual design reports, Proof-of-Concept Test Plan and budgetary cost estimates	May 2021

3 Tentative Schedule

October - November 2020	Tender Exercise
November 2020	Contract award
December 2020 - May 2021	Implementation
June 2021 (Latest)	Project Completion