



HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED
(香港數碼港管理有限公司)

BOOKLET CONTAINING:

Part A	Notes to Tenderers
Part B	Conditions of Tender
Part C	Articles of Agreement
Part D	Conditions of Contract
Part E	Consultancy Brief
Part F	Schedule of Fees
Part G	Form of Tender

FOR THE

Tender of

Feasibility Study for

Wi-Fi Infrastructure of Cyberport

for

Hong Kong Cyberport Management Co. Ltd.

(Tender Ref. T/2020/038)

PART A

NOTES TO TENDERERS

1 TENDER DOCUMENT

1.1 The tender document consists of:-

Part A – Notes to Tenderers
Part B – Conditions of Tender
Part C – Articles of Agreement
Part D – Conditions of Contract
Part E – Consultancy Brief
Part F – Schedule of Fees
Part G – Form of Tender

2 LODGING OF TENDER

2.1 IMPORTANT NOTES:

Tenderers must not send your submissions to any other representatives of HKCMCL before or after the submission deadline. Failure to comply with this requirement will render your proposals invalid.

Proposals shall remain valid for two hundred and seventy (270) days after the tender closing date.

The Technical Proposal and Fee Proposal shall be submitted to tender1@cyberport.hk on or before **3:00pm, 5 November 2020** ("the tender closing date"), marked "T/2020/038: Tender for Feasibility Study for Wi-Fi Infrastructure of Cyberport for HKCMCL" containing two separate PDF files marked respectively as:

- "T/2020/038: Technical Proposal" and;
- "T/2020/038: Fee Proposal"

The Fee Proposal shall contain the Part E Schedule 2 Annex I (Manning Schedule with Fee), Part F (Schedule of Fees) and Part G (Form of Tender) only.

2.2 Late tender or tender not submitted in accordance with the manner stipulated above, WILL NOT BE ACCEPTED.

3 TENDER CLOSING TIME IN CASE OF TYPHOON/RAINSTORM

3.1 In case a rainstorm black warning or typhoon signal No. 8 or above is hoisted between 9:00 a.m. and 3:00 p.m. (Hong Kong Time) on the tender closing date, the tender closing time will be extended to 3:00 p.m. (Hong Kong Time) on the next working day (excluding Saturday).

4 NOTES TO TENDERERS

4.1 All tenderers are advised to read the instructions contained herein carefully prior to preparing their tender submission. These instructions are conditions of tendering and any tender which does not follow these instructions will be considered non-compliance and November be disqualified.

5 TENDER BRIEFING SESSION

5.1 To ensure that the tender complies with the requirements of the tender document, a tender briefing session

to Cyberport will be conducted by HKCMCL for the Tenderers on 15 October 2020. Tenderers are strongly recommended to attend this session. A maximum of 2 representatives from each Tenderer would be entertained for the tender briefing session. Tenderers who wish to participate are requested to complete the reply slip for the tender briefing session of this “Notes to Tenderers” and email it to procurement@cyberport.hk and sunnyho@cyberport.hk on or before 14 October 2020.

- 5.2 In case a rainstorm black warning or typhoon signal No. 8 or above is hoisted or in force at or after 8:00 a.m. (Hong Kong Time) on 15 October 2020, the tender briefing session will be cancelled and HKCMCL will notify the arrangement of the next tender briefing session to the Tenderers who have submitted the reply slip.

6 SCHEDULE OF TENDERING

- 6.1 The schedule of tender is set out below and any change to the schedule will be confirmed by e-mail to Tenderers.

<u>Activity</u>	<u>Key Date</u>
Tender Briefing Session	15 October 2020
Questions raised by Tenderers	21 October 2020 (Last date)
Date for lodging of tender	3:00pm, 5 November 2020
Tentative week for interview	3 rd week of November, 2020

7 SUPPLEMENTARY INFORMATION

- 7.1 All supplementary information to this tender will be issued in writing to all Tenderers known to be in receipt of this tender by email. Tenderers must acknowledge receipt of all such supplementary information.

8 TENDERERS' ENQUIRIES

- 8.1 Any enquiries from the tenderers relating to this tender document shall be in writing, clearly stating the tender reference “T/2020/038” and shall be made on or before 21 October 2020 to:

Manager – Compliance and Procurement
Level 6, Cyberport 2,
100 Cyberport Road,
Hong Kong

E-mail: procurement@cyberport.hk and sunnyho@cyberport.hk

Written responses to all questions will be forwarded to all tenderers on the date set above without reference to who raised the question(s).

- 8.2 After lodging a tender with HKCMCL, Tenderers shall not attempt to initiate any further contact, whether direct or indirect, with HKCMCL on its tender or this tender document. HKCMCL shall have the sole right to initiate any such further contact and all such contacts and any replies of Tenderers thereto shall be in writing or formally documented in writing.

Reply slip for tender briefing session

REPLY SLIP

Senior Manager – Construction Project
Level 6, Cyberport 2,
100 Cyberport Road,
Hong Kong

Email: procurement@cyberport.hk & sunnyho@cyberport.hk

Tender for Feasibility Study for Wi-Fi Infrastructure of Cyberport for HKCMCL (Tender Ref. T/2020/038)

Tender Briefing Session

I/We would like to attend the briefing session held on **15 October 2020 (Wednesday) at 2:30 p.m.** at Cyberpolitan, HKCMCL, Level 6, Cyberport 2, Cyberport.

Person 1

Person 2

Full name of Attendee(s)

(Mr./Mrs./Ms./Miss)

(Mr./Mrs./Ms./Miss)

Post/Title

Signature of attendee(s)

Name of company: _____

Signature of authorised person: _____

Full name (in block letters): _____

Email address _____

Telephone No. _____ Fax No. _____

Mobile phone No. _____

PART B

CONDITIONS OF TENDER

1 INVITATION TO TENDER

- 1.1 Tenders are invited to the Tender for Feasibility Study for Wi-Fi Infrastructure of Cyberport for HKCMCL, all in conformity with the Conditions of Contract, Consultancy Brief specified herein.
- 1.2 Tenderers are reminded that they must make proposals on ALL items. HKCMCL reserves the right to accept all or any part of the proposed items or services from tenderers.
- 1.3 All tenderers are advised to read the instructions contained herein carefully prior to preparing their tender submission. These instructions are conditions of tendering and any tender which does not follow these instructions will be considered incomplete and may be disqualified.

2 INFORMATION TO BE SUBMITTED

- 2.1 Tenderer shall submit the following information, which are essential requirements together with the tender. The tender may be considered as non-conforming tender if any of the following is missing:

Technical Proposal:

- (a) Consultant's Experience
 - i. Relevant experience and knowledge (Relevant experience means experience in consultancy works of Wi-Fi infrastructure and design and build of local or non-local campus-wide Wi-Fi hotspots projects of similar scope and complexity and were completed by the Consultant in the past 10 years).
 - ii. Relevant experience from sub-consultant
 - iii. Relevant International or Local Awards.
- (b) Response to the Brief
 - i. Understanding of Objectives
 - ii. Identification of Key Issues
 - iii. Understanding of Constraints / Special requirements
- (c) Staffing
 - i. Staff organization chart of the proposed project team showing the roles and responsibilities of each key personnel, degree of involvement of key staff and the line of reporting.
 - ii. The CVs of the key personnel including their working experience, roles and responsibilities for similar projects.
 - iii. List of proposed sub-consultant firms including their staff organization chart, their key staff CV and job experiences for similar projects.
- (d) Past performance
 - i. past performance of the consultant in current and past projects
 - ii. past performance of the sub-consultants in current and past projects.

Fee Proposal:

- 2.2 The Contract shall be on the basis of "lump sum fixed price" for the execution of the Consultancy Services as described in the Consultancy Brief.
- 2.3 The tenderer shall enclose with this fee proposal the completed Schedules of Fees (Part F) and the Form of Tender (Part G) only.

- 2.4 The total of the Schedule must agree with the tender price of the Form of Tender. Any items which are not included in the Schedule but described in the Consultancy Brief shall be deemed to have been included in the tender figure. The fees in the Schedule shall be used for the valuation of variations ordered by HKCMCL.
- 2.5 The Schedules of Fees are to be fully priced in ink, extended, cast and totaled and Form of Tender completed, signed, witnessed and dated.
- 2.6 Tenderers are informed that unauthorized alteration or erasure by them to the text of the documents issued for tender purpose will not be allowed and, if such alteration or erasure shall have been made, the tender may not be considered.
- 2.7 The tenderer shall be required to check the numbers of the pages of the Schedule of Fees against the page numbers given in the Summaries, and should the tenderer find any missing, in duplicate, or indistinct, the tenderer must inform HKCMCL at once and have the same rectified.
- 2.8 In the event of a tenderer discovering a genuine mistake in its tender after dispatch, the tenderer may draw attention in writing to the errors and submit an amendment which may be accepted provided it is received before the time fixed for the receipt of tenders.
- 2.9 Should any errors, discrepancies or apparent underpricings be discovered by HKCMCL, HKCMCL may query these in writing with the tenderer. Such query is not to indicate a proposal to change the tender price, the tenderer may offer only to stand by its tendered price or withdraw its tender. No query or series of queries shall be considered comprehensive.

3 COMPLETION OF TENDER

- 3.1 Tenderers shall provide ALL information for Paragraph 2 above and the Form of Tender in Part G in ink or typescript.
- 3.2 The tender and all accompanying documents shall be submitted in the manner stipulated at Paragraph 2 of Lodging of Tender in Part A (Notes to Tenderers). Otherwise, the tender may not be considered.
- 3.3 Tenderers shall offer to provide the Services hereof in total. Partial tender will not be considered.

4 TENDER TO REMAIN OPEN

- 4.1 Tender shall remain valid and open for acceptance on these terms for not less than 270 days after the tender closing date.

N.B. If a tender is withdrawn before the expiry of the agreed validity period, due notice will be taken of such withdrawal which may prejudice the tenderer's future standing as HKCMCL's service provider.

5 TENDERERS' COMMITMENT

- 5.1 All quotations, information and responses from each Tenderer submitted shall form the basis of the Tenderer's offer and/or shall be the representations of the Tenderer which may by law or at HKCMCL's sole option, subject to such variation or modification as may be agreed, be incorporated into and made part of the Contract between HKCMCL and the successful Tenderer.
- 5.2 No exclusion or limitation on the effect of the requirement under Paragraph 5.1 will be accepted and all such tenders will be regarded as non-conforming tender.

6 SUPPLEMENTARY INFORMATION

- 6.1 All supplementary information to this tender will be issued in writing to all Tenderers known to be in receipt of this tender by email. Tenderers must acknowledge receipt of all such supplementary information.

7 COMMUNICATION WITH HKCMCL

- 7.1 Only communications which are in writing from HKCMCL may be considered as duly authorized expressions on behalf of HKCMCL. Also only communications from tenderers which are in writing will be considered by HKCMCL as duly authorized communications on behalf of the tenderer. All communications connected with or arising out of this tender should be conducted directly between HKCMCL and the tenderer irrespective of the number of sub-consultants involved.
- 7.2 In the event that HKCMCL determines that clarification of any matter in a tender is necessary, it may require clarification from the tenderer in which event a tenderer should respond or submit information within 3 working days or the period specified in the request.

8 TENDER EVALUATION

- 8.1 For tender evaluation, an assessment panel will be formed. The assessment panel will assess the tender based on the following evaluation procedures and criteria:

8.2 Marking Scheme and Assessment Criteria

<u>Assessment Criteria</u>	<u>Relative Weighting</u>
Technical Score (Stage 1 to Stage 2)	70
Price Score (Stage 3)	30

8.3 Stage 1 – Evaluation of the Technical Proposals

The assessment panel will check the completeness of all the tender proposals to ensure that they meet all the mandatory requirements specified in Part B of the Tender. A maximum technical score of 30 will be allocated to the Technical Proposal in which the highest mark is attained.

	<u>Assessment Criteria</u>	<u>Maximum Marks</u>
	<u>Technical Proposal Score</u>	70 (Passing mark: 42)
TS1	Consultant's Experience	10
TS2	Response to the Brief - Understanding of Objectives - Key Issues and Constraints - Innovative proposals	30
TS3	Staffing	20
TS4	Past performance	10

- a) an average 42 marks or above (determined by adding the aggregate total of Technical Scores awarded by all assessors in the assessment panel, dividing that number by total number of assessors);
AND
 b) at least 50% votes in the assessment panel awarded a passing mark (i.e. 42 marks or above).

Stage 2 – Evaluation of the Technical Capability of the Short-listed Tenderers

A maximum technical score of **70** will be allocated to the tenderer by which the highest mark is attained. The weighted technical score of the tenderer will be worked out in accordance with the following formula:

$$70 \times \frac{\text{Technical mark attained by the tenderer being assessed}}{\text{Highest technical mark among the Shortlisted tenderers}}$$

Stage 3 – Evaluation of Price Scores

A maximum price score of 30 will be allocated to the Fee Proposal in which the highest mark is attained. The weighted price score of the Fee Proposal will be worked out in accordance with the following formula:

$$30 \times \frac{\text{Lowest price\# among the fee proposals that have passed Stage 1 to Stage 3 above}}{\text{Price\# of the fee proposal being assessed}}$$

The tender price of the Form of Tender

Stage 4 – Calculation of Combined Scores

The combined technical/price scores for the short-listed proposals will be worked out. The tender proposal with the highest combined score will normally be selected, subject to financial vetting.

9 AWARD OF CONTRACT

- 9.1 The award will be made to the tenderer who appears to HKCMCL to be fully capable of undertaking the contract and whose tender is determined by HKCMCL to be the most advantageous one in terms of the specific evaluation criteria set forth in the tender document.
- 9.2 Tenderers shall acknowledge that HKCMCL does not bind itself to accept any tender (or any application for prequalification, as appropriate) irrespective of whether the tender is the lowest bid or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender has the highest overall mark.
- 9.3 Without prejudice to the generality of other Conditions of Tender, HKCMCL may reject a tender which in the opinion of HKCMCL is unreasonably low in terms of price and may therefore affect the tenderer's capability to carry out and complete the Contract and/or deliver services of the quality required in accordance with the terms of the Contract.
- 9.4 Unless and until the Articles of Agreement in this tender document has been executed there is to be no contract between HKCMCL and any Tenderer.
- 9.5 These conditions of tender shall form part of the Contract Documents after award of Contract.

10 COST OF TENDER

- 10.1 Tenderer shall submit its offer at the tenderer's own cost. HKCMCL will not be liable for any costs whatsoever incurred by the tenderer in connection with the preparation or submission of its tender or in any related communications with HKCMCL, whether before or after the tender closing date.

11 CANCELLATION OF TENDER

- 11.1 HKCMCL may withhold awarding a contract or cancel a tender at its sole discretion.

12 PERSONAL DATA PROVIDED

- 12.1 Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the tender may not be considered.
- 12.2 Tenderer's personal data provided in the tender may be disclosed to the parties responsible for tender evaluation within HKCMCL and its advisers.

13 CONSENT TO DISCLOSURE

- 13.1 HKCMCL shall have the right to disclose to any third party whenever it considers appropriate or upon request by any third party (written or otherwise), without further reference to or consent from the successful tenderer or any other tenderer, information contained in the tender documents, including, without limitation, particulars of the awarded contract, the date of award, the name and address of the successful tenderer, the scope of work and the contract amount.

14 NEGOTIATION

- 14.1 HKCMCL reserves the right to negotiate with any tenderer about the terms of the tenderer's offer.

15 RESERVED RIGHTS

- 15.1 HKCMCL reserves the right at its discretion to:
- (a) Waive, modify, add to, or correct any irregularities in proposals received, after prior notification to the tenderer.
 - (b) Use without limitation any or all of the ideas from the submitted tender.
 - (c) Extend the time allowed for the submission for all Proposals after notification to all tenderers.
 - (d) Terminate or modify the tender document at any time and re-issue the tender document to whoever deemed appropriate.

16 OFFERING GRATUITIES

- 16.1 HKCMCL is a public body under the Prevention of Bribery Ordinance, Cap 201 (the "POB Ordinance"). HKCMCL does not permit any of its employees, consultants, officers and agents to accept any advantage in connection with the award and execution of this contract. The offer of an advantage as defined in the POB Ordinance to any employees, consultants, officers and agents of HKCMCL with a view to influencing the award of this contract may constitute an offence under the POB Ordinance. The tenderer shall not, and shall procure that its employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the POB Ordinance in connection with the tendering and execution of this contract.
- 16.2 Failure to so procure or any act of offering, soliciting or accepting advantage referred to in Paragraph 16.1 above committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in its tender being invalidated.

17 WARRANTY AGAINST COLLUSION

- 17.1 By submitting a tender, a tenderer is deemed to have represented and warranted to HKCMCL that in

relation to the tender:

- a) save with the prior written consent of HKCMCL, it has not communicated and will not communicate to any person other than HKCMCL the amount of any price submitted in its tender;
 - b) it has not fixed and will not fix the amount of any price submitted in its tender by arrangement with any person;
 - c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
 - d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 17.2 In the event that a tenderer is in breach of any of the representations and/or warranties in Paragraph 17.1, HKCMCL shall be entitled to, without compensation to any person or liability on the part of HKCMCL:
- a) reject the tenderer's tender;
 - b) if HKCMCL has accepted the tender, withdraw its acceptance of the tender; and
 - c) if HKCMCL has entered into the Contract with the tenderer, terminate the Contract.
- 17.3 By submitting a tender, a tenderer is regarded to have undertaken to indemnify and keep indemnified HKCMCL against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Paragraph 17.1.
- 17.4 A breach by a tenderer of any of the representations and/or warranties in Paragraph 17.1 may prejudice its future standing as a contractor or service provider of HKCMCL.
- 17.5 Paragraph 17.1 shall have no application to a tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its tender.
- 17.6 The rights of HKCMCL under paragraphs 17.2 to 17.4 are in addition to and without prejudice to any other rights or remedies available to it against any tenderer.

18 EXISTING OPERATOR / SERVICE PROVIDER

- 18.1 Existing operator / service provider is not debarred from bidding for this tender. No favourable treatment will be given to the existing operator / service provider by reason of its involvement in Cyberport.

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED
(香港數碼港管理有限公司)

Part C

Articles of Agreement

for

Feasibility Study for

Wi-Fi Infrastructure of Cyberport

for

Hong Kong Cyberport Management Co. Ltd.

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on the day of 2020.

BETWEEN:-

- (1) **HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED (香港數碼港管理有限公司)** of Level 6, Cyberport 2, 100 Cyberport Road, Hong Kong (together with its successors and assigns, "**HKCMCL**"); and
- (2) [Company name in English and in Chinese] of [address], a company incorporated in and in accordance with the laws of Hong Kong (the "**Consultant**").

NOW IT IS HEREBY AGREED as follows:-

1. Words and expressions used in these Articles of Agreement shall have the same meaning as are respectively assigned to them in the Conditions of Contract (the "**Contract**") attached hereto.
2. For the consideration hereinafter mentioned the Consultant will upon and subject to the Conditions annexed hereto carry out and complete the Services described by or referred to in the Consultancy Brief and in the said Conditions.
3. HKCMCL will pay to the Consultant the sum of Hong Kong Dollars

(HK\$_____) ("the Contract Sum for Stage 1") and

(HK\$_____) ("the Contract Sum for Stage 2" subject to confirmation of engagement by HKCMCL) or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
4. The Contract comprises the entire agreement between the parties hereto relating to the transactions provided for in the Contract and supersedes any previous agreements between the parties relating thereto or any part thereof. Save to the extent that any statement, condition, qualification, warranty, representation or undertaking made in the tender submission, or in any discussion or correspondence thereon or relating thereto, is expressly incorporated in the Contract, the same is not so incorporated and is hereby withdrawn.

IN WITNESS whereof this Agreement has been executed on the day and year first above written.

SIGNED BY

For and on behalf of

HKCMCL

)
)
)
)

in the presence of:-

(Authorised Signatory)

SIGNED BY

For and on behalf of

the **Consultant**

)
)
)
)
)

in the presence of:-

(Authorised Signatory)

Part D

Conditions of Contract

for

Feasibility Study for

Wi-Fi Infrastructure of Cyberport

for

Hong Kong Cyberport Management Co. Ltd.

(Tender Ref. T/2020/038)

CONFIDENTIAL

1 COMMENCEMENT AND TERM OF CONTRACT

- 1.1 HKCMCL and the Consultant hereby agree that these Conditions of Contract shall govern the relationship between the Parties until completion of the Contract (the "Contract Period") unless this Contract is earlier terminated in accordance with Clause 2.3, Clause 5.6 or Clause 9 of these Conditions of Contract.
- 1.2 HKCMCL shall have the right to extend the Contract Period on the same terms by writing to the Consultant to confirm the same on or before two months prior to the expiry of the Contract Period.
- 1.3 In the event of any inconsistency, ambiguity or discrepancy in or between any of the documents which make up the Contract, the Consultant shall promptly upon becoming aware of the same give written notice of it to HKCMCL. The Parties hereby agree these Conditions of Contract shall prevail.

2 DUTIES OF THE CONSULTANT

- 2.1 The Consultant undertakes to carry out the Services with all due care, skill and diligence during the Contract Period.
- 2.2 The Consultant shall ensure at all times during the Contract Period that sufficient human resources with relevant experience are allocated to perform the Services on a timely basis in accordance with the Contract.
- 2.3 The Consultant has designated the individuals as named in the Technical Proposal the key persons who are essential to the Services offered pursuant the Contract. HKCMCL shall be at liberty to object to and require the Consultant remove forthwith from the Consultant Team any person employed by the Consultant or by his sub-consultants who in the opinion of HKCMCL misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by HKCMCL to be undesirable and such person shall not be again employed upon the Services without the written permission of HKCMCL.
- 2.4 The Consultant shall increase its human resources as and when necessary in order to perform the Services in accordance with the Contract. No additional fee shall be payable by HKCMCL to the Consultant for any such resources additionally allocated.
- 2.5 HKCMCL may request at any time that some variations or additions be made to the Services, which shall be agreed in writing by both parties. For any variation on costs and expenses due to such variations and additions, the Consultant shall be entitled to negotiate and agree with HKCMCL for any additional remuneration on a job-by-job basis.
- 2.6 Subject to the provisions in this Contract and to any directions which HKCMCL may from time to time give, the Consultant shall be entitled to perform its duties hereunder in such manner as it thinks fit to fulfill the requirements expected under the Contract.
- 2.7 The Consultant shall complete the Services with efficiency and due expedition and to the reasonable

satisfaction of HKCMCL and in accordance with the deliverables as listed in the Consultancy Brief.

3 CHARGES & TERMS OF PAYMENT

- 3.1 Payments for the Contract Sum will be settled in the manner described in Schedule B of these Conditions of Contract. Payments will be paid upon the Consultant's presentation to HKCMCL of invoices and on the basis that the Services are provided as contemplated under this Contract.
- 3.2 The Contract Sum shall cover all the costs and expenses for the performance of the Services including but not limited to the development and execution of the Services whether they are directly or indirectly incurred by the Consultant.
- 3.3 If, for any reason, any job undertaken by the Consultant pursuant to this Contract is cancelled or delayed, HKCMCL and the Consultant shall discuss in good faith the most commercially beneficial and cost effective resolution of the matter. In any circumstances, HKCMCL's final decision on the matter shall be regarded as conclusive.
- 3.4 Each payment required pursuant to the Contract shall be made within 30 days of presentation of invoice.

4 ASSIGNMENT

The Consultant shall not assign or transfer interest in this Contract without HKCMCL's prior written consent. Any such purported assignment or transfer shall be void. HKCMCL shall not assign or transfer any interest in this Contract without the Consultant's prior written consent, which consent shall not be unreasonably withheld save that HKCMCL may assign or transfer any interest in this Contract to its subsidiary, to its parent company or a subsidiary of its parent company without the Consultant's prior written consent. Any such purported assignment or transfer shall be void.

5 CONFIDENTIAL INFORMATION

- 5.1 For the purpose of this Clause 5, "**Confidential Information**" is defined to 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 or customer information of HKCMCL or its affiliates, clients, suppliers 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) or any such information relating to a subsidiary or project of HKCMCL where knowledge or details of the information was received pursuant to this Contract or as a result of discussion or negotiations with the Consultant;
 - (b) any information relating to the business affairs, finances, transactions, technology, or technical

processes of the Consultant or its affiliates, clients, or any third parties to whom the Consultant owes a duty of confidentiality (collectively, "**Consultant Related Parties**");

- (c) any information resulting from studies or surveys commissioned and paid for by HKCMCL; and
- (d) 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 or the Consultant Related Parties, disclosed or furnished by either party (or any of its directors, employees, agents or representatives) (the "**disclosing party**" for the purpose of this Clause) to the other party (or any of its directors, employees, agents or representatives) (the "**receiving party**" for the purpose of this Clause).

5.2 Each party shall use all its reasonable endeavours to require all of its directors, employees, agents, partners and representatives who are involved with this Contract and its fulfillment (i) to treat the disclosing party's Confidential Information as secret and confidential; (ii) (applicable to the Consultant only) use the disclosing party's Confidential Information only in connection with the proper performance of its duties under this Contract; (iii) (applicable to HKCMCL only) use the disclosing party's Confidential Information in relation to the Services or the proper use or enjoyment of the Services; and (iv) to not at any time either during or after the expiration or termination of this Contract for any reason copy, reproduce, sell, assign, license, market, transfer to, dispose of, or otherwise disclose the disclosing party's Confidential Information, or to permit the disclosing party's Confidential Information to be copied, reproduced, sold, assigned, licensed, marketed, transferred to, disposed of or otherwise disclosed to any person PROVIDED THAT:-

- (a) the receiving party shall not be prevented from disclosing the disclosing party's Confidential Information where the disclosing party has consented in writing both to the disclosure of the Confidential Information and to the person to whom the Confidential Information is to be disclosed;
- (b) the receiving party shall not be liable for the disclosure of the disclosing party's Confidential Information to the extent that such disclosure is by order of a court, a public body or otherwise required by the laws of any competent jurisdiction having jurisdiction over the receiving party; and
- (c) the receiving party shall not be liable for the disclosure of the disclosing party's Confidential Information which is or becomes in the public domain other than as a result of a breach of this Clause by the receiving party, or which is previously known to the receiving party without any obligation of confidentiality.

5.3 The Consultant shall use all its reasonable endeavours to require that all of its directors, employees, agents, partners and representatives who are involved with this Contract and its fulfillment ("Consultant's Staff") shall use the Confidential Information exclusively and only in connection with the proper performance of the Consultant's duties under this Contract and inform the Consultant's staff that they

are subject to the Confidentiality Obligations under this Contract.

5.4 The Consultant acknowledges that it shall not, without HKCMCL's permission, during or after the continuance of this Contract:-

- (a) use in advertising, publicity or otherwise the name of Cyberport, HKCMCL or its affiliates, clients or any third parties to whom HKCMCL owes a duty of confidentiality nor, any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by these parties; or
- (b) represent, directly or indirectly, that any product or any service provided by the Consultant has been approved or endorsed by HKCMCL or its affiliates, clients or third parties to whom HKCMCL owes a duty of confidentiality.

5.5 HKCMCL acknowledges that it shall not, without the Consultant's permission, during or after the continuance of this Contract:

- (a) use in advertising, publicity, or otherwise the name of the Consultant or its affiliates or any other trade name, trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof owned by these parties; or
- (b) represent, directly or indirectly, that any product or any service of HKCMCL has been approved or endorsed by the Consultant or its affiliates.

5.6 In each case of any default of this Clause 5, the non-defaulting party reserves the right to terminate this Contract immediately upon providing written notice to the defaulting party. In the event that Consultant is the defaulting party, without prejudice to any other rights of HKCMCL, the Consultant waives any payment claims regarding the Fee.

6 INTELLECTUAL PROPERTY OWNERSHIP

6.1 Subject to Clause 6.3, all content, materials, designs, documentation, programs, and inventions generated, created, invented, or conceived by the Consultant in connection with the Services provided by the Consultant specifically created for HKCMCL and/or created, invented, or conceived by the Consultant using HKCMCL's materials, and all copyright, patent, trade secret, trademark, and other intellectual property rights therein ("Work Product") shall be the property of HKCMCL. Upon payment in full to the Consultant of all undisputed invoiced amounts then due, the Consultant hereby assigns to HKCMCL, its successors and assigns, all right, title, and interest in and to the Work Product.

6.2 The Consultant shall execute and deliver such instruments and take such other action as may be reasonably requested by HKCMCL to perfect and protect HKCMCL's rights in the Work Product and to carry out the assignment set forth in Clause 6.1.

6.3 Notwithstanding the foregoing, the Consultant has developed and will continue to develop throughout the duration of this Contract certain works of authorship, improvements, ideas, inventions, processes,

techniques, know-how, discoveries, programs, designs, technology, tools, software, documentation, information, and materials that the Consultant uses and will continue to use generally in its business ("Consultant IP"). The Consultant IP includes (i) all training curricula, training documents, training videos, and other training materials; (ii) Consultant's calendar and scheduling software applications; (iii) Consultant's extranet tools; and (iv) all other works of authorship, improvements, ideas, inventions, processes, techniques, know-how, discoveries, programs, designs, technology, tools, software, documentation, information and materials used by the Consultant in connection with the provision of Services which have general applicability to the Consultant's clients and business. The Consultant shall maintain exclusive ownership of all Consultant IP and all copyright, patent, trade secret, trademark, and other intellectual property rights therein. If any deliverables provided to HKCMCL under this Contract contain or constitute any Consultant IP, the Consultant grants to HKCMCL a nonexclusive, nonassignable (without prior written consent of the Consultant), nonsublicenable (without prior written consent of the Consultant), perpetual, royalty-free, worldwide limited license to use such Consultant IP solely for HKCMCL's own internal business needs and solely to the extent necessary to utilize the Work Product.

7 WARRANTIES AND INDEMNITY

7.1 The Consultant represents, warrants and undertakes to HKCMCL that:-

- (a) the Consultant has the necessary skill and expertise to provide the Services on the terms set out in this Contract;
- (b) the Consultant will provide independent, impartial and unbiased advice to HKCMCL in carrying out the Services;
- (c) any artwork or text or other creative services provided by the Consultant to HKCMCL will be original to the Consultant and it will not infringe the copyright, trademark or other proprietary rights of any other party nor will it be defamatory or contain any other actionable material; provided, however, that the Consultant shall make no such warranty with respect to any artwork, text, or other creative work to the extent that the same is based on or derived from any HKCMCL Information.
- (d) the use by the Consultant of any third party material has been approved by the owner of the copyright or other rights in it; provided, however, that the Consultant shall make no such warranty with respect to (i) any Web Content; or (ii) any third-party material that constitutes HKCMCL Information that was provided initially by HKCMCL to Consultant;
- (e) the Consultant does not have any conflict of interest in providing the Services to HKCMCL and will promptly notify HKCMCL on becoming aware of the same and use all its reasonable endeavours to mitigate or avoid such conflict; and
- (f) all information supplied and statements and representations made by or on behalf of the Consultant in relation to the Services are true and accurate to the best of the Consultant's knowledge; provided, however, that the Consultant shall make no warranty with respect to any

information, statements, and representations to the extent the same are based on HKCMCL Information.

7.2 The Consultant undertakes to indemnify and hold harmless on demand HKCMCL and its respective officers, employees and agents from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision reasonable legal costs and fees) and damages however arising directly or indirectly as a result of (a) any use by HKCMCL of the materials designed or produced by the Consultant pursuant to this Contract, except to the extent that the materials incorporated, are based on, or are derived from HKCMCL Information or Web Content; or (b) any breach or non-performance by the Consultant of its undertakings, warranties or obligations under this Contract, including but not limited to, (i) the breach by the Consultant of any of its representations, warranties, duties or covenants contained herein, (ii) violation by the Consultant of the rights of any third party, (iii) personal injury, including bodily injury, sickness, disease or death, directly caused by the Consultant, (iv) injury to or destruction of tangible property directly caused by the Consultant. The Consultant shall maintain and continue to maintain for a period of at least 3 years after the date of practical completion professional indemnity insurance with a reputable well-established insurance company with such limit of indemnity of not less than 2 x the total consultancy fee of his service and his sub-consultant 's services in respect of each and every claim to cover any claims made under this Contract in relation to the Project.

7.3 HKCMCL Responsibilities and Warranties:

- (a) HKCMCL shall use all reasonable endeavours to ensure that all information, statements or representations applied by HKCMCL, including without limitation, information regarding HKCMCL's products, services, organization, and industry and information regarding any third party ("HKCMCL Information") shall be true and accurate to the best of HKCMCL's knowledge.
- (b) HKCMCL further acknowledges and agrees that after the Consultant has issued any material to the press or to another third party with the approval of HKCMCL, the use of such material is no longer under the Consultant's control. The Consultant cannot assure the use of the materials by any media, nor can the Consultant assure that any information published will accurately convey the information provided by the Consultant.

8 PREVENTION OF BRIBERY

- 8.1 The Consultant shall prohibit his directors, employees, agents, and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201, when conducting business in connection with this Contract.
- 8.2 The Consultant shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the prohibitions in this clause.

9 TERMINATION

9.1 Should the Consultant fail to perform the Services satisfactorily at any stage of this Contract, HKCMCL has the right to terminate this Contract at any time by giving the Consultant 14 days' written notice.

9.2 If:-

- (a) either party informs the other in writing or creditors generally that the it is insolvent, it cannot by reason of its liabilities continue its business or is financially unable to proceed with the Contract;
- (b) execution is levied against either party by a creditor;
- (c) in relation to either party:-
 - (i) a meeting of creditors is ordered by the Court under s.166 of the Companies' Ordinance;
 - (ii) a resolution is passed by its directors under s.228(A) of the Companies' Ordinance;
 - (iii) it resolves by special resolution that it be wound up voluntarily (other than a resolution for a solvent members' voluntary winding up);
 - (iv) a winding up petition is presented to the Court and not stayed within 14 days;
 - (v) a winding up order is made in respect of it;
 - (vi) a receiver is appointed to its property or any part thereof, including a Court-appointed receiver;
 - (vii) a mortgagee of any of its property takes possession of that property or part thereof;
or
 - (viii) any person with authority to manage the affairs of the party by reason of the party's likely or actual insolvency or preserve the status quo of the business of the party (or part thereof) for any period of time, in any jurisdiction, including a provisional supervisor, an administrator or person with similar duties and obligations is appointed to the party, its property or part thereof, the other party may terminate this Contract.

The rights and remedies given by this Clause 9.2 are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of the Contract.

9.3 Unless otherwise provided in this Contract, upon expiration or termination of this Contract, the Consultant shall:

- (a) deliver up to HKCMCL copies of HKCMCL's Confidential Information and Work Product including but not limited to photographs, visuals, graphics, artwork, computer programs and other creative

works or machine readable materials relating to the provision of the Services and the development which are then in the possession or control of the Consultant provided that the Consultant fee relevant to the Project achieved pursuant to this Contract has been paid on a quantum merit basis (in other words for work validly done by the Consultant up to the time of termination);

- (b) hand over to HKCMCL relevant details (including but not limited to status of any uncompleted task or project) relating to Services performed pursuant to this Contract;
- (c) delete permanently all electronic copies of HKCMCL's Confidential Information stored in its computer systems;
- (d) confirm in writing to HKCMCL that it has fulfilled its obligations under this Clause; and
- (e) remain bound by the obligations contained in this Clause for a period of up to 36 months after termination of this Contract.

9.4 Upon expiration or termination of this Contract, HKCMCL shall:

- (a) Deliver to the Consultant all Consultant Confidential Information and all copies, summaries, and excerpts thereof;
- (b) Delete permanently all electronic copies of the Consultant's Confidential Information stored on its computer systems;
- (c) Confirm in writing to the Consultant that it has fulfilled its obligations under this Clause.

9.5 Upon notice of termination, the Consultant shall continue to perform its duties in accordance with the provisions of this Contract during the period of notice, and HKCMCL shall continue to pay the Fee earned during the period of notice properly incurred in accordance with this Contract during the period of notice

9.6 Notwithstanding termination or expiry of this Contract the Consultant agrees, if requested by HKCMCL, to assist and co-operate with any consultants, agencies, sub-contractors and suppliers appointed by HKCMCL in relation to the development to ensure an efficient and smooth transfer of responsibilities to such parties; provided, however, that the Consultant will be entitled to staff time charges and reimbursement of out-of-pocket expenses previously approved by HKCMCL for such assistance and cooperation.

9.7 Except for termination of this Contract by HKCMCL without cause pursuant to Clause 9.1 or for termination by the Consultant for HKCMCL's breach of this Contract, the Consultant shall refund any Contract Sum paid in advance upon termination of this Contract by HKCMCL pursuant to Clause 3. The Consultant shall only retain such part of the Contract Sum which is related to actual work performed properly by the Consultant up to and during the period of notice and to the reasonable satisfaction of HKCMCL, and such part of the Expenses which is related to Expenses incurred up to and during the period of notice.

- 9.8 Any termination of this Contract shall not affect any right which may have accrued to either party in respect of any breach prior to the date of such termination.
- 9.9 The following provisions in this Contract shall survive expiration or termination of the Contract:
- (a) this Clause 9.9;
 - (b) any provision under which the Consultant is obliged to indemnify HKCMCL or under which HKCMCL is obliged to indemnify the Consultant;
 - (c) Clause 5 (Confidential Information);
 - (d) provisions relating to the effect of termination and ownership of materials and intellectual property, including without limitation Clause 5.

10 FORCE MAJUERE

- 10.1 If any of the Parties shall be rendered unable to carry out the whole or any part of its obligations under this Contract for any reason beyond its control ("**Force Majeure Event**"), including, but not limited to:-
- (a) Acts of God;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion, demonstrations or riots, social or political unrest, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations;
 - (d) compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation;
 - (e) natural disaster including without limitation typhoon, earthquake, landslide, flood;
 - (f) explosion, fire, destruction, suspension, unavailability or break-down of transport, telecommunication, electricity or other public utility; or
 - (g) labour disturbance including without limitation boycott and strike;

the performance of those obligations hereunder, to the extent that such obligations are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall, as far as possible, be remedied with all reasonable despatch.

- 10.2 If the provision of the Services is affected by any Force Majeure Event, then the Consultant shall discuss with HKCMCL in good faith and the Parties shall consider and decide if the scope of Services shall be amended. Where the scope of Services has been amended, with regards to any Services which are no longer required but have been paid for, any payments made by HKCMCL shall be refunded to HKCMCL, provided that the Consultant may retain a sum on a quantum meruit basis (in other words for work already done in relation to the said Services).

11 GOVERNING LAW

This Contract 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 Contract and accordingly any proceeding, suit or action arising out of or in connection with this Contract may be brought in such courts.

12 LEGAL COSTS

Each party shall be responsible for its own legal and other costs incurred in relation to the negotiation, preparation and signing of this Contract.

13 ENTIRE AGREEMENT

The parties do not intend any term of this Contract to be enforceable by any person who is not a party to this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "Ordinance"), and the parties agree that this Contract shall be excluded from the application of the Ordinance.

Unless otherwise specified in a writing executed after this Contract, this Contract constitutes the entire agreement of the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the parties in connection with such subject matter.

14 DEBAREMENT

Unless a waiver is given by the appropriate HKCMCL tender or selection board, the Consultant, its agents, associates and associated persons will be prohibited from participating in subsequent procurement exercises for the supply of any hardware, equipment, software or services arising out of or the subject of this work assignment.

Definitions

1	Acceptance	the acceptance of the Services and Deliverables or any part thereof by HKCMCL.
2	Affiliate	of a person means any person which Controls, is Controlled by or is in common Control with the first person
3	Articles of Agreement	Part C of the Tender Documents, including the recitals and all schedules (and annexes thereto), appendices and other addenda to it and other documents incorporated by reference
4	Approved	Approved in writing by HKCMCL
5	Change	a change, or change to the configuration of Hardware, System Software or System or the modification, addition or removal of any of the Services or any part of them
6	Change Management Procedure	the rules and procedures for management of Changes
7	Charges	the fees payable under the Contract as set out in Part B Fee Proposal
8	Commercially Available	Hardware or System Software that HKCMCL agrees is freely available for purchase or to be licensed on reasonable commercial terms for use in HKSAR and which enjoys current software support services from the manufacturer or its agents in HKSAR
9	Conditions of Tender	Part B of the Tender Documents, including the recitals and all schedules (and annexes thereto), appendices and other addenda to it and other documents incorporated by reference
10	Confidential Information	in relation to a person, all confidential or sensitive information or data, whether obtained before or after the date of the Contract, in respect of the business affairs, products, developments, trade secrets, personnel, customers and suppliers of the person or any other information which may reasonably be regarded as the confidential information of the disclosing person
1117	Control	<p>the power of another person to secure:</p> <p>a. by means of the holding of shares or the possession of voting power or the power to appoint or remove members of the board of directors or equivalent body in or in relation to the first</p>

		<p>person or any other person; or</p> <p>b. by virtue of any powers conferred by the articles of association of, or any other document regulating, the first person or any other person;</p> <p>c. that the affairs of the first person are conducted in accordance with the wishes or directions of that other person</p>
12	Day	the term “day” shall be regarded as meaning a Gregorian calendar day
13	Works	all work and services required to be performed by the Contractor in connection with the planning, design, commission, procurement, organisation, management, building, construction, erection, procurement, supply, installation, testing, completion, rectification and maintenance of such work and any equipment and software, pursuant to the terms of this Contract
14	Fee Proposal	part of the Tender, which shall contain details as set out in Part B of the Specification
15	Hardware	all audio visual, computer, communications and other equipment in the System used from time to time to provide the Services, including any modifications, or Enhancements, but excluding the System Software
16	ICT	information and communications technologies
17	Intellectual Property Rights	<p>any of the following in any part of the world:</p> <p>a. patents, trademarks, trade names, service marks, internet domain names, registered designs, copyrights, database rights, topography rights or design rights or any rights similar or analogous to any of the foregoing whether registered or unregistered or any right or any application for registration of the same or interest of any kind arising out of or created in respect of any of the foregoing together with rights in logos, symbols, emblems, insignia, trade dress, know-how and other identifying material; or</p> <p>b. any right to bring an action for passing off or breach of confidence (whether equitable, contractual or otherwise) or any similar or analogous proceeding howsoever termed</p>
18	Month	the term “month” shall be regarded as meaning a Gregorian calendar month
19	Notes to Tenderer	Part A of the Tender Documents, including the recitals and all schedules (and annexes thereto), appendices and other addenda to it and other documents incorporated by reference

20	NOC/CDX Operator	the operator appointed by HKCMCL to manage, operate and maintain the Cyberport IT&T infrastructure, the NOC and CDX for the provision of IT&T Services
21	Contractor Project Manager	the representative appointed by the Contractor in accordance with Clause 10 of the Conditions of Contract for the management of the execution of the Project
22	Project Team	the project management team appointed by Contractor pursuant to Clause 10 of the Conditions of Contract
23	Regulations	Regulations shall mean any Ordinance or Regulation published by Government, by laws of any local or duly constituted authority any rules or regulations of public bodies and companies, which may be applicable to the Works
24	Service Standard	<p>in relation to the performance of any of the Service and the Service as a whole, carrying out the Service:</p> <ul style="list-style-type: none"> a. in a good, safe and professional manner and in a manner free from dishonesty and corruption; b. without material deviation from the best practice of a reasonable and prudent Contractor in the same field and with adherence to relevant industry, software development, communications and other standards; c. in relation to any undertaking and any circumstances, with the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the same type of undertaking under the same or similar circumstances; d. in accordance with all relevant provisions of the Contract; e. in cooperation with any Direct Contractors, Utility Undertakers, HKCMCL and their agents, sub licensees and contractors including any person appointed as the manager or management company for Cyberport; f. in a manner which is not and is not likely to become injurious to health or detrimental to the environment or any property at any premises, or of any other System Service User to which the Contractor has access in order to provide the Services; and g. in a manner which shall promote and enhance the public image and reputation of HKCMCL
25	Sub-Contractor	Wherever the term Sub-Contractor is used it refers to the person or company who is employed by the Contractor and approved by HKCMCL for the execution and completion of the works as described in these

documents

26	Services	the services as described in this Tender Documents to be provided by the Consultant to HKCMCL under the Contract together
27	Technical Proposal	part of the Tender, which shall contain details as set out in Part A of the Specification
28	Tender Closing Date	has the meaning set out in paragraph 2.1 of the Notes to Tenderers
29	Tender Documents	the set of documents which consists of the Notes to Tenderer, the Conditions of Tender, the Articles of Agreement, these General Conditions of Contract and the Specification, including the recitals and all schedules (and annexes thereto), appendices and other addenda to it and other documents incorporated by reference
30	Third Party Intellectual Property	Intellectual Property Rights which are owned or controlled by any Third Party which are used by the Contractor or any of its consultants, contractors, sub-contractors, agents or licensees currently or formerly engaged in relation to the provision of the Service. This also includes Intellectual Property Rights not created in relation to the Contract and are owned by Contractor or its Affiliates

Where any periods of days or weeks are mentioned in these documents, they shall be taken to mean Gregorian calendar days or weeks inclusive of all holidays, Sundays and days of typhoon and inclement weather.

Schedule B**Payment Schedule**

<u>Activities</u>	<u>% of fee</u>
(a) Upon Completion of Project Initiation Document	10%
(b) Upon Completion of User Requirement Report	30%
(c) Upon Completion of Final Conceptual Design and Budget Estimation	50%
(d) Upon Completion of Proof-of-Concept Test Plan	<u>10%</u>
Total:	100%

Scope of Services

(Please refer to Part E: Consultancy Brief of the tender document)

Part E

Consultancy Brief

for

Tender for Feasibility Study

For

Wi-Fi Infrastructure of Cyberport

Hong Kong Cyberport Management Co. Ltd.

(Tender Ref. T/2020/038)

CONFIDENTIAL

1. PROJECT DESCRIPTION

1.1. *Expressions*

Expressions used in this document shall have the meanings ascribed to them in Schedule A of the Conditions of Contract (Part D of the Tender Documents) or other provisions in this Consultancy Brief.

1.2. *Background*

Cyberport is an innovative digital community with over 1,500 start-ups and technology companies. It is managed by Hong Kong Cyberport Management Company Limited, which is wholly owned by the Hong Kong SAR Government. With a vision to be the hub for digital technology thereby creating a new economic driver for Hong Kong, Cyberport is committed to nurturing a vibrant tech ecosystem by cultivating talent; promoting entrepreneurship among youth; supporting start-ups on their growth journey; fostering industry development by promoting collaboration with local and international partners; and integrating new and traditional economies by accelerating digital adoption in the public and private sectors.

Cyberport is focused on facilitating the growth of major technology trends such as FinTech, smart living, digital entertainment/e-sports and cybersecurity, as well as the emerging technologies of artificial intelligence (AI), big data and blockchain, to foster the transformation of Hong Kong into a smart city. With a team of committed professionals providing all-rounded, value-added services, state-of-the-art facilities and smart workspaces to support our digital community, Cyberport is now the flagship for Hong Kong's digital technology industry.

1.3. *Cyberport Wi-Fi Infrastructure*

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.

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.

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.

1.4. *Exclusions – Wi-Fi System Enhancement Implementation*

The implementation of the Wi-Fi infrastructure enhancement resulting from this assessment will be carried out in future separate scope of another tender.

However, the Wi-Fi infrastructure assessment and recommendation shall be included in the scope of this Contract.

2. OUTLINE OF REQUIRED SERVICES OF THE CONSULTANT

2.1. *Objectives of this Request for Proposal*

2.1.1. The objective of this Request for Proposal is to appoint a Consultant to perform an in-depth assessment on the Cyberport Wi-Fi infrastructure, including Cyberport 1 - 4, The Arcade and the Le

Meridien Cyberport Hotel, Smart-Space 8 at Tsuen Wan, Podium. Tenderers are invited to submit Tenders for the provision of the Services.

2.1.2. The Consultant shall provide an optional Quality Assurance service based on the recommendation of this assessment on implementation. The implementation shall be covered by future contracts and excluded from this proposal. The Consultant shall provide the QA service as an option for HKCMCL to procure for a further period not exceeding TWO (2) years after the completion of this assessment.

2.1.3. The Consultant shall be able to review and implement necessary work processes that enable Cyberport to review and improve existing Wi-Fi coverage including but not limited to:

- (i) Assess the current implemented RF design to validate the implementation meets requirements for optimum RF environment. Detailed technical assessment on Cyberport network infrastructure to review all the Cyberport Wireless LAN network topology, connections, technologies, and clients.
- (ii) Current implemented RF network performance. Define RF Wireless LAN system-specific performance criteria and conduct a WLAN Performance and Security Assessment on the areas including but not limited to:
 - WLAN Data speed
 - WLAN resilience and reliability
 - WLAN RF Coverage
 - WLAN Latency
 - WLAN Security
 - WLAN Client location tracking
 - WLAN troubleshooting and operational insight.
 - from passive monitoring to proactive testing and monitoring approach
 - from passive troubleshooting approach to proactive troubleshooting approach
 - centralize Wi-Fi network monitoring for multiband Wi-Fi system
 - Robotic Process Automation (RPA)

3. TERM

The Consultant shall perform the assessment over a six-month term (i.e. from 1 Dec 2020 to 31 May 2021). with an option for HKCMCL to procure optional QA service for a further period not exceeding Two (2) years after the assessment.

4. GENERAL SCOPE OF SERVICE REQUIRED FROM THE CONSULTANT

The Consultant is also required to provide and deliver (or coordinate the provision and delivery of) the Services as specified.

4.1. The Consultant Team

The minimum requirements in the Contract of the qualification and working experience of each rank of staff have been specified in the Table 1 below. Please note that it is minimum requirements.

Key Role	Minimum Number of Staff Required	Minimum Number of Years of IT Experience and Functional/Specialty Experience	Minimum Staff Resources Required to be Allocated During the Project
Project Manager	The Project Manager is the owner of project and manage resource coordination		
	1	Have at least one Project Management certificate qualified with PMP, PRINCE2 or equivalent certification(s); and Have at least 10 years of experience in managing IT related projects	As and when required for attending meetings and discussions for project-related matters
Senior Consultant	Technical Lead of the project. Conduct workshops, assessment, technical document write-up, presentation of solution and documents		
	1	Have at least one professional IT certificate qualified with Cisco CCIE or equivalent certification(s) on wireless networking; and Have at least 10 years of experience in Wi-Fi product strategy formulation, design and implementation with various branded network and system products, including Cisco, or Aruba and so on	1
Consultant	Technical consultant. Conduct workshops, assessment, technical document write-up, presentation of solution and documents		
	1	Have at least one professional IT certificate (a) CCNA or equivalent ; and Have at least one 3 years of IT&T working experience	1

Table 1 – Minimum Requirements for Key Roles

The Consultant shall provide an organisation chart to HKCMCL. A Tenderer shall review and update it as necessary to reflect any changes in your proposed business model and new Services, if any, and the way the Tenderer intends to carry on business or provide the Services. The proposed organization chart shall be included in the Tender. A Tenderer shall specify the minimum staff qualification requirement of each rank in your Tender, including, without limitation, educational qualifications, relevant working experience, and professional certifications (e.g.. CCIE, JNCIE, CCNA, JNCIP, JNCIS, MCSE, ITIL Intermediate certification level or above)).

4.2. In-depth assessment on the Wireless LAN infrastructure

Review and improve existing Wi-Fi coverage. Assess the current implemented RF design to validate the implementation meets requirements for optimum RF environment. Detailed technical assessment on Cyberport network infrastructure to review all the Cyberport Wireless LAN network topology, connections, technologies, and clients.

Review current implemented RF network performance. Define RF Wireless LAN system-specific performance criteria and conduct a WLAN Performance and Security Assessment

4.2.1. Site address for Assessment

- Cyberport 1-4, 100 Cyberport Road, Hong Kong
- The Arcade, 100 Cyberport Road, Hong Kong
- Le Meridien Cyberport, 100 Cyberport Road, Hong Kong
- Smart-Space 8, 25/F, CDW Building, 388 Castle Peak Road, Tsuen Wan
- The Podium, 4/F, Cyberport 2, 100 Cyberport Road, Hong Kong

4.3. Scope of Services

- (a) The Consultant shall work closely with the existing operators (e.g. the operator of IT infrastructure, FMO and the operator of Le Meridien Cyberport) in Cyberport, and with the management team of HKCMCL.
- (b) The Consultant shall also provide the overall conceptual design services of Wi-Fi Infrastructure.
- (c) The Consultant shall provide a comprehensive solution / proposal / recommendation and integrated user requirements with respect to the Wi-Fi infrastructure planning.
- (d) The Consultant shall provide and include, but shall not be limited to the following scope of Services:
 - (1) To review the background of the Cyberport Wi-Fi and ICT infrastructure and collect up-to-date information and design/manage the Wi-Fi solution most appropriate to suit the needs of the Project and the users;
 - (2) To analyse, assess and design the Wi-Fi infrastructure; infrastructure provisions for core systems and enabling & supporting platform; W-Fi facilities / IT security framework / connectivity environment for supporting the business objectives. This shall take into account of the fast-growing needs of the industry, the rapid changing technologies, the types of users of HKCMCL and the cost and space constraints. Work closely with all parties in order to gain HKCMCL's satisfaction and acceptance;
 - (3) To interact with the business and ICT departments and Network Operation Centre (NOC) Operator to gather, document, review and signoff business, functional and non-functional requirements for individual infrastructure components. The Consultant shall focus on those aspects / programmes related to the Wi-Fi infrastructure (e. g. Wi-Fi network equipment, cabling, data centre, infrastructure provisions for systems and supporting & enabling platform, etc.). Subject to the contract strategy recommended by the Consultant and accepted by HKCMCL, it is the intention of HKCMCL to procure implementation services packages later.
 - (4) To explore business improvement opportunities using Wi-Fi infrastructures; to provide resource augmentation for various supplemental resourcing requirements relating to the infrastructure.
 - (5) To identify and propose the interfacing requirements amongst Wi-Fi infrastructure, enabling & supporting platform and system architecture in supporting the business services and processes.
 - (6) To review the portfolio of Wi-Fi infrastructure design and build and set priority for its implementation;
 - (7) To propose management framework in both project stage and operation stage. To identify staff, training, operation and maintenance requirements for the Wi-Fi service operations;
 - (8) To identify, propose and arrange technical visit tours for local and overseas state-of-the-arts Wi-Fi reference projects;
 - (9) To prepare a proof of concept (POC) studies/trials plan with a budgetary estimate for future tender purpose on innovative ideas;

- (10) With reference to the outline requirement sets out in Clause 2 above to propose a plan of deliverables in project initiation document (PID) and to update regularly during the course of the Services;

4.4. Direct Responsibility

The Consultant will have direct responsibility for the provision of the Services.

4.5. Responding to Refinements

As with any development, it is not possible to anticipate all eventualities and it will be important to ensure that the Consultant responds promptly and effectively to any change request refinements in the service provision required by HKCMCL.

4.6. Co-ordination with other contractors

The Consultant shall co-ordinate with and allow other contractors working in Cyberport, access to the Consultant's work areas for purpose of physical installation and/or operation, support and maintenance of their contract works.

4.7. Meetings and reports

HKCMCL and representatives of the Consultant shall convene meetings on a regular basis to review progress of the contract and to resolve issues. Ad-hoc meetings will also be arranged on particular issues as necessary. Frequency of meetings will be advised by HKCMCL. Minutes of meetings shall be circulated by the Consultant to HKCMCL for information/record.

4.8. In general

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 the following aspects:

- (a) Using safe, reliable, and proven standards;
- (b) Using the most appropriate advanced and up-to-date technology in the field;
- (c) Flexibility to cater for different users in different venues, multi-occupants in the same venue and possible change of occupancy from time to time;
- (d) Flexibility and ease of change to cater for future expansion and for future upgrading to meet with the rapid development of technology;
- (e) Compatibility, openness and integration with the different providers of ICT service, system and infrastructure; with the computer equipment provided by the tenants and Consultants; and with the building services / electronic equipment provided for the venue;
- (f) Ease of use and control;
- (g) Environmental friendliness;
- (h) In line with intelligent building design and venue design;
- (i) Cost effective without sacrificing the system performance;
- (j) Maintainability of systems and equipment with all parts of the systems and installations being accessible and replaceable without undue disturbance to users;
- (k) Reference to the most current Wi-Fi and ICT development of Hong Kong as well as other countries and provisions for similar development in Hong Kong;
- (l) Flexibility to add options and alternative solutions in different stages;
- (m) In line with the character and constraints of the site; and
- (n) Providing opportunities for competitive offers by future computer facilities suppliers and Wi-Fi and ICT system integration and implementation service providers.

4.9. Value added services (Optional)

An optional Quality Assurance service based on the recommendation of this assessment on implementation to provide vendor management include but not be limited to:

- assist HKCMCL in managing the interactions and performance of the vendors especially during the delivery stage;
- coordinate with vendors, solution providers and utilities on the feasibility of the design solutions and the programmes;
- act as bridging mechanism between different vendors in delivery of dependent or integrating components of the solutions / projects;

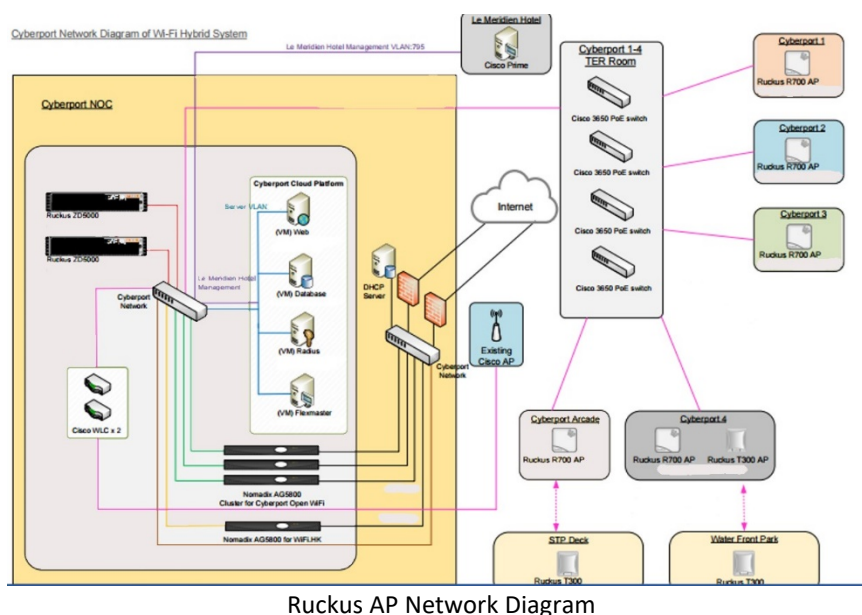
5. THE EXISTING CYBERPORT WI-FI INFRASTRUCTURE

The existing Wi-Fi Infrastructure was built in 2016 and 2017 via a revamp of whole Wi-Fi infrastructure.

5.1. Ruckus

Ruckus AP is mainly used for Cyberport main campus area which is opened for public.

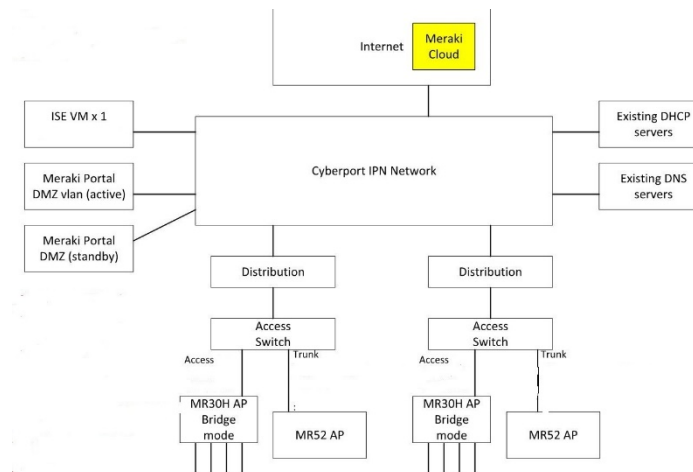
- (a) Models:
 - T300;
 - ZF7982;
 - R700;
 - R710;
- (b) Major Features:
 - PoE;
 - 802.11ac wave 2;
 - MAC caching;
 - Hotspot;
 - WLAN Groups;
 - Radio Reporting;
 - L2 – L7 Access Control;
 - RADIUS authentication;
 - Role-based Access Control;
 - Mesh;
 - Maps;
 - Central Management;



5.2. Meraki

Meraki AP is mainly used for IT Street Entrepreneurship Centre as in-room/corridor APs which is opened for specific group of tenants.

- (a) Models:
 - MR30H;
 - MR52;
- (b) Major Features:
 - PoE;
 - 802.11ac wave 2;
 - MAC caching;
 - Hotspot;
 - WLAN Groups;
 - Radio Reporting;
 - L2 – L4 Access Control;
 - RADIUS authentication;
 - Role-based Access Control;
 - NAT;
 - Maps;
 - Central Management;
 - Tenant Portal;



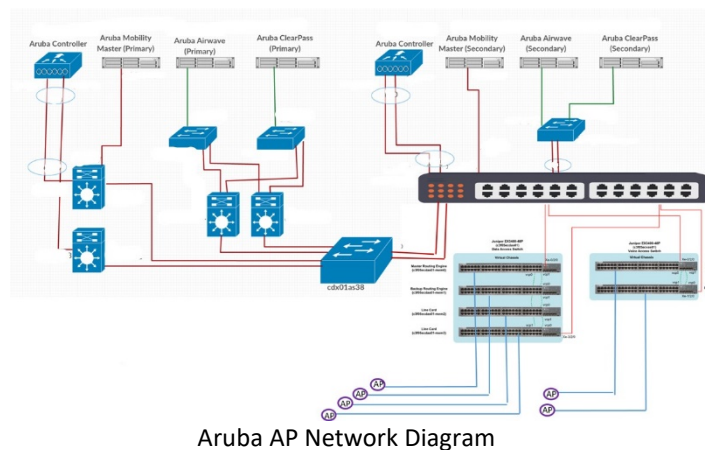
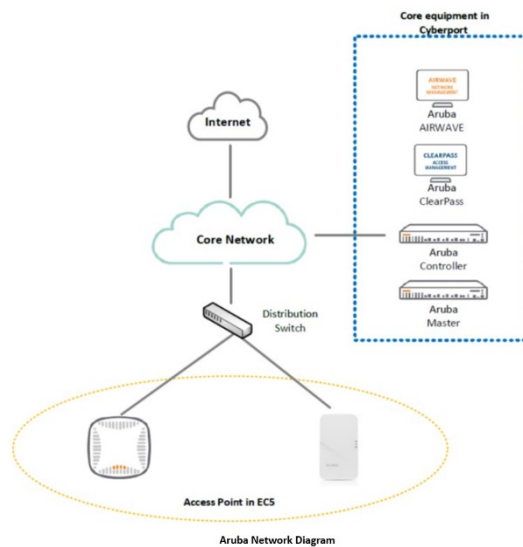
Meraki AP Network Diagram

5.3. Aruba

Aruba AP is mainly used for both remote site, Smart-Space 8 and Core F Entrepreneurship Centre as in-room/corridor APs which is opened for specific group of tenants.

- (a) Models:
 - AP335;
 - AP303H;
- (b) Major Features:
 - PoE;
 - 802.11ac wave 2;
 - MAC caching;
 - Hotspot;
 - WLAN Groups;
 - AP Groups;
 - Radio Reporting and Analysis;
 - L2 – L7 Access Control;
 - MAC authentication;
 - Roles and Policies Access Control;
 - NAT;

- Maps;
- Central Management;



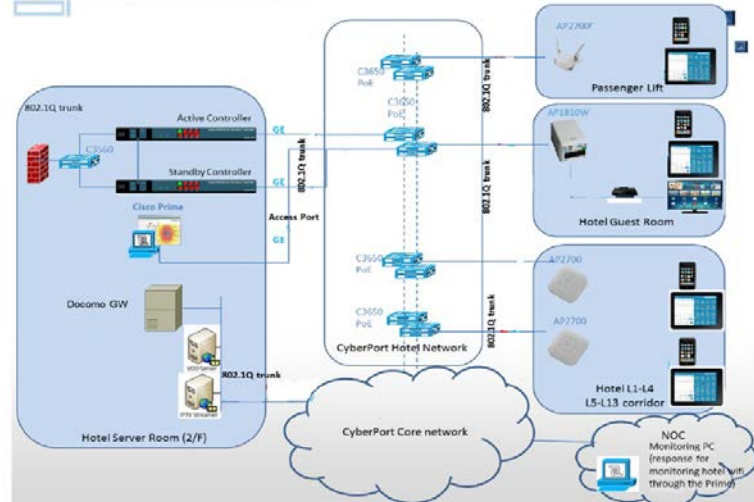
Aruba AP Network Diagram

5.4. Cisco

Cisco AP is mainly used for Hotel Meridien as lift, corridor and guest room APs which is opened for hotel guests.

- (a) Models:
 - AP1810W;
 - AP2700;
- (b) Major Features:
 - PoE;
 - 802.11ac wave 2;
 - Captive Portal;
 - WLAN Groups;
 - AP Groups;
 - Radio Reporting and Analysis;
 - L2 – L4 Access Control;
 - Roles-based Access Control;
 - Maps;
 - Central Management;

The network diagram is shown as follows.



Hotel AP Network Diagram

5.5. Distribution of Wi-Fi AP in Cyberport

Location	AP Model	Quantity
Cyberport 1		
Smart Space 1	R710	4
Other Areas	R710	5
Total		9
Cyberport 2		
Smart Space 2	R700	3
ANNEX	R710	1
	ZF7982	1
Other Areas	R710	3
	R700	1
	T300	7
Total		19
Cyberport 3		
EC IT Street	R710	9
	MR52	10
	MR30H	36
	R700	2
Board Rooms	R710	3
Smart Space 3C	R700	9
Technology Center	R710	3
Smart Space Fintech-1	R710	3
Smart Space Fintech-2	R710	13

Function Rooms	R710	3
Training Rooms	R710	3
EC Core F	AP335	16
	AP303H	66
SS3F	R700	10
Additional (Demanding use)	R700	2
	ZF7982	14
	R710	5
Other Areas	R710	8
Total		215
Cyberport 4		
Block A	R700	5
	T300	2
Block B	R700	10
	T300	2
Other Areas	R700	2
Total		21
The Arcade		
L1	R710	5
	ZF7982	7
L2	R710	7
	R700	3
	ZF7982	3
OVC	T300	8
L3	R700	11
	T300	5
	R710	2
L4	R700	3
	R710	4
L5	R700	1
Total		59
Smart Space 8		
Smart Space 8	AP303H	34
	AP335	11
Total		45

6. DELIVERABLES

6.1. *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

**Note: All time shown are tentative and shall be subject to change, the Consultant shall be deemed to have allowed for extra works and costs (if any) arising out of changes in time for completion. In other words, the Consultant shall not be entitled to any extra fee in this regard.*

- 6.2. All the deliverables shall make reference to OGCIO methodologies, document standards, procedures and guidelines whereas appropriate. All the Deliverables shall be prepared to the satisfaction of HKCMCL and submitted within the agreed timeframe.
- 6.3. The Consultant shall prepare the Deliverables based on the methodology proposed by the Consultant in the PID and reviewed without objection or reviewed without objection but subject to comments by HKCMCL. For the avoidance of doubt, the final version of the Deliverables shall not be deemed to have been completed unless and until HKCMCL issues a notice that the Deliverable has been reviewed without objection or reviewed without objection but subject to comments and no re-submission is required.
- 6.4. The Consultant shall produce and submit the required number of copies of the Deliverables as required by HKCMCL.
- 6.5. The Consultant shall amend and resubmit the Deliverables at no extra cost or expense to HKCMCL within seven (7) days of the notice given by HKCMCL or such other period as HKCMCL may specify for inadequacies or errors found in a Deliverable or if HKCMCL requires amendments to a Deliverable submitted.
- 6.6. The costs of preparing and printing the Deliverables (including any re-submissions) shall be deemed to be included in the Fee and shall be borne by the Consultant.
- 6.7. The Consultant shall adopt the following green measures in preparing the Deliverables:
- (a) All reports shall be of single line spacing and printed on both sides of the paper accompanying drawings in colour if applicable);
 - (b) The final versions of each report may/shall be printed on recycled paper. The use of recycled paper with not less than 50% recycled materials and not exceeding 80 gsm shall be used as a general rule. The logo of recycle paper shall be printed in a prominent area of the report;
 - (c) All reports should preferably be printed on recycled paper. Otherwise, the paper used should not be excessively bleached;
 - (d) Unnecessary or excessive use of plastic laminates, glossy covers or double covers shall be avoided. Use of recyclable non-glossy art board paper as document covers should be encouraged;

- (e) Excessive page margins and line spacing should be avoided. A top/bottom margin of 2 cm and left/right margin of 2.5 cm are sufficient;
 - (f) Use of blank paper should be avoided as far as possible; and
 - (g) Suitable font type of font size 12 shall be used generally in balancing legibility and waste reduction objective.
- 6.8. In addition to the hard copies as specified, the Consultant shall provide soft copies of Deliverables in digital format as directed by HKCMCL.
- (a) One copy of the finalised versions of the Deliverables to be delivered to the HKCMCL shall be accompanied with a soft copy saved in a convenient medium, such as USB flash drive or DVD and kept in a protective pocket attached to the hard copies delivered;
 - (b) When requested, the Consultant shall also provide soft copies of the draft versions of the Deliverables;
 - (c) Unless otherwise agreed by HKCMCL, the soft copies of the Deliverables shall be in Microsoft Word format and in Acrobat (.PDF) format without loss of data and change in appearance compared with the corresponding hard copies;
 - (d) The Consultant shall, at his own cost, provide soft copies of the inputs to the Webpage for uploading the HKCMCL's intranet home page to satisfy the following requirements:
 - (1) In suitable HTML format;
 - (2) With formatted/type set text;
 - (3) With all images inserted at proper locations and all hyper-links in place; and
 - (4) All soft copies of the Deliverables shall have a resolution of at least 200 dpi, where applicable;
 - (5) Upon completion of the Consultancy, the Consultant shall submit to the HKCMCL a USB drive containing the soft copies of all Deliverables mentioned in this Clause to be provided by HKCMCL. The compact discs shall also include an index file in HTML or equivalent format and the following information about each of the digital copies provided:
 - Title of the Deliverables;
 - Version number and date of issue of the Deliverables;
 - File name of the Deliverables;
 - Software used to create the Deliverables;
 - Version of the software; and
 - Highlights of any pre-existing intellectual property rights
 - The Consultant shall clearly label the submitted compact discs on the surfaces and the protective cases with the date of production of the compact discs and the Agreement number and title of the programme. In addition, the Consultant shall stamp the company chop of the Consultant on the surface of the compact discs and mark the agreement number on the spines of the cases.
- 6.9. The intellectual property in any Materials (as defined in the Consultancy Agreement) or data produced by the Consultant pursuant to and for the purposes of the Services shall belong to the Consultant. The Consultant shall grant to the HKCMCL a unrestricted, perpetual, royalty-free, exclusive and irrevocable license (carrying the right to grant sub-licences) to distribute, use, reproduce, modify, adapt, amend and

translate any of the Materials or data in any of the Deliverables produced by the Consultant for all purposes at no cost to HKCMCL.

7. DURATION AND PROGRAMME OF THE CONSULTANCY SERVICES

- 7.1. The Consultancy Services are expected to commence immediately upon the notification by HKCMCL of commencement of the Consultant Services and deliver of the Consultancy Services shall adhere to the submission timetable contained in Clause 6.1 above and shall be completed according to the programme contained in Clause 7.3 below. Any timing or date shown therein may be subject to change at the discretion of HKCMCL. For the avoidance of doubt, the Consultant shall be deemed to have allowed in its fees for the dynamic nature of the duration of the consultancy and no additional payment will be made for any extension of time to the Consultancy Services, unless such extension is necessitated by additional Services instructed by HKCMCL in accordance with the terms of the Consultancy Agreement.
- 7.2. The preliminary project programme contained in Clause 6.1 above is a preliminary draft programme and shall be revised from time to time with agreement with HKCMCL. The revised programmes shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Consultancy Services. The Consultant shall discuss with HKCMCL during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Consultancy Services, for inclusion in the revised programmes.
- 7.3. The Consultant shall complete the Consultancy Services (including for the avoidance of doubt, the finalization and delivery of all Deliverables) specified in this Consultancy Brief to the satisfaction of the HKCMCL and submit draft Deliverables to HKCMCL.
- 7.4. Presentation of findings, response to queries and meetings as specified in this Consultancy Brief may be carried out beyond the duration of the Consultancy Agreement.
- 7.5. Time is of essence in respect of the Consultancy Services and the Consultant shall deploy all necessary resources to complete the Consultancy Services in accordance with the programme contained in Clause 4.3 above or such longer time as may be allowed by the HKCMCL in accordance with the provisions of this Consultancy Brief. The Consultant shall work closely with the HKCMCL to ensure that all the information he needs to complete the Consultancy Services in accordance with the programme is provided. If Deliverables are likely to be delayed due to unforeseen circumstances that are beyond the ability of the Consultant to control, so soon as the Consultant becomes aware of such circumstances it shall give notice to the HKCMCL together with full details of the circumstances and a proposed programme for recovery of the delay, for consideration by HKCMCL.

8. Duties of the Consultant

- 8.1. The duties of the Consultant shall be as set out in this Consultancy Brief which may be amplified, extended or modified in the Consultancy Agreement.
- 8.2. The Consultant shall have experience and expertise in the provision of services of the nature and kind of the Consultancy Services, and in presenting their findings and recommendations to bodies such as the Board and Committees of HKCMCL, relevant stakeholders, public bodies and the community.
- 8.3. The Consultant shall provide all specialist and sub-consultant required for the satisfactory completion of the Consultancy Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by HKCMCL, except as otherwise provided for in the Schedule of Fees. The

Consultant shall hold regular meetings with any of its own specialists or sub-Consultant and shall forward the meeting minutes to the HKCMCL within one week after holding such meetings.

- 8.4. If required, the Consultant shall liaise with HKCMCL and Committees established under HKCMCL. The Consultant shall prepare and send the relevant records of meetings and correspondence to the HKCMCL within one week after holding such meetings.
- 8.5. The Consultant shall prepare, co-ordinate and produce all Deliverables required by this Consultancy to the HKCMCL and any other Deliverables necessary for the satisfactory completion of this consultancy. These shall include but not be limited to reports and presentation materials (graphic or written) for any meetings related to this Consultancy Services.
- 8.6. The Consultant shall supply the number of copies as specified for the circulation and timely delivery of the reports, papers and documents directly to the HKCMCL before the submission deadline as specified in the Consultancy Brief, or as per any revised dates as agreed with HKCMCL.
- 8.7. The Consultant shall comply with all instructions of the HKCMCL and with all relevant circulars, standing instructions, technical memoranda and policy documents as directed by HKCMCL. The Consultant shall comply with all instructions of the HKCMCL and with all relevant circulars, standing instructions, technical memoranda and policy documents as directed by HKCMCL.

9. PRESENTATION OF FINDINGS

- 9.1. The Consultant shall assist and accompany HKCMCL to meetings whenever HKCMCL is required to explain the contents of the Deliverables. The Consultant shall present the findings of the Deliverables in consultation and agreement with HKCMCL, and any other relevant committees and authorities, as and when required by HKCMCL. Subject to the agreement of HKCMCL, the Consultant shall prepare the illustrated presentations, in English or Chinese, where appropriate, including, but not limited to, PowerPoint presentations, information/discussion papers, briefing notes to facilitate the conduct of the meetings. Without prejudice to the generality of the foregoing, the Consultant shall attend meetings to explain the contents of the Deliverables to any other concerned parties as may be directed by HKCMCL.

10. Response to Queries

- 10.1. The Consultant shall respond to any written or verbal queries relating to this consultancy to the HKCMCL in writing within one week or within such time as directed by HKCMCL.
- 10.2. In consultation and agreement with HKCMCL, the Consultant shall respond to queries raised about the matters the subject of the Consultancy Services, including the Deliverables specified in Clause 3, bodies, including but not limited to, the Chief Executive in Council, the Legislative Council, its Panels, Committees, Sub-committees or its Consultant, the Town Planning Board, relevant District Councils, and any other relevant statutory, advisory or regulatory body or authorities, as and when required by HKCMCL.

11. Meetings

- 11.1. The Consultant or representatives from the Consultant's team shall be required to attend meetings in Hong Kong at their own cost as and when required by the HKCMCL to discuss the progress of the Consultancy Services or related issues. The Consultant shall attend HKCMCL's meetings in Hong Kong including, but not limited to, HKCMCL's Board Meetings, the Development Committee, the ICT Sub-Committee or other Committee Meetings, Liaison Meetings, Project Meetings and any other Meeting as required or to be appointed by HKCMCL.
- 11.2. The Consultant shall attend meetings with organisations other than HKCMCL as and when directed by HKCMCL, including, but not limited to, meetings with the Legislative Council, its panels and its sub-

committees, District Councils and any other relevant statutory or advisory bodies, and any other relevant committees and authorities, as and when required by HKCMCL.

- 11.3. The Consultant shall prepare and issue minutes of meetings, and correspondence with Government bureau/ departments / committees, and bodies or persons affected by this consultancy to the HKCMCL for information within one week after holding such meetings. The Consultant may refer any problem in communication or liaison to the HKCMCL for assistance.
- 11.4. The Consultant shall send representatives of appropriate rank and experience to attend the meetings specified in this Clause at their own costs.

12. Control and Management of the Consultancy Services

- 12.1. A Contract Manager of HKCMCL will direct and supervise the Consultancy Services.
- 12.2. During the continuance of this Agreement, without prejudice to the generality of the requirements set out in this Brief, the Consultant shall attend liaison meetings with the Contract Manager on a weekly basis or at any regularly interval as may be required by the Contract Manager.

13. RELEVANT INFORMATION

- 13.1. Information relevant to Cyberport's Wi-Fi services can also be accessed https://www.cyberport.hk/zh_tw/facilities_and_services/it_telecom/wireless_local_area_network. HKCMCL will not guarantee the information herein is exhaustive nor will HKCMCL be responsible for providing any additional information for the Consultant.

14. CONSULTANT'S STAFF

- 14.1. The Consultant is required to submit the Organization Chart and the proposed consultant teams to be deployed for this Consultancy including names and CV of each of the key consultant team members (the

lead consultant and his sub-consultants) indicating the academic background, qualifications, working experience for similar projects/services.

- 14.2. The proposed consultant team members (the lead consultant and his sub-consultants) shall possess solid experience in handling all project stages described in this brief of similar projects.
- 14.3. HKCMCL shall have the right to request the removal of any personnel engaged by the Consultant if his/her performance or conduct is or has been unsatisfactory and appoint others from the Consultant's manpower resource pool.
- 14.4. Upon appointment and for the duration of the services, the Consultant shall provide the staff and manpower input in accordance with the technical proposal submitted with the bid for this service.
- 14.5. HKCMCL reserves the right to reject any replacement team member proposed by the Consultant. The Consultant's team member shall not be replaced without the prior approval of HKCMCL.
- 14.6. The Services shall be carried out by quality IT project management methodology, e.g. PMBOK (PMI) or PRINCE2.
- 14.7. The Consultant's Representative shall have adequate authority and sufficient professional, technical and administrative support staff in all relevant disciplines to ensure that the Consultancy Services are carried out to the satisfaction of HKCMCL.
- 14.8. The Consultant shall also maintain for the duration of the Consultancy Services representatives of appropriate rank and experience in Hong Kong who have adequate authority and specialist qualification to represent the Consultant to liaise with HKCMCL about the Consultancy Services.
- 14.9. The Consultant shall ensure adequate staff is provided for the completion of the Services. The Consultant shall provide all specialist and sub-consultant services, locally and overseas, required for the satisfactory completion of the Services. No additional fees or expenses for provision of such services rendered locally or overseas shall be payable by HKCMCL.
- 14.10. Should overseas staff and sub-consultants be deployed and work in the execution of the Services, they shall be available in Hong Kong at key periods in respect of the Services and as and when required by HKCMCL, all travelling costs and other costs and expenses shall be borne by the Consultant.
- 14.11. The Consultant shall provide the staff and manpower resources in accordance with the Consultant's Technical Proposal. The Consultant shall not make any change to the staff including the staff of their sub-consultant assigned without prior approval of HKCMCL. If in the event, for reasons beyond his control, the Consultant is unable to provide or maintain any key staff identified/named in the Technical Proposal, the Consultant shall report to the HKCMCL as soon as practicable and propose for HKCMCL's approval a replacement for such staff, having qualifications and experience comparable to the person who is leaving the project team. The HKCMCL shall have the right to require changes of any personnel of the Consultant's team.

15. SPECIALIST AND SUB-CONSULTANTS' CONSULTANCY SERVICES

- 15.1. The Consultant shall provide all specialists and sub-consultant Consultancy Services required for the satisfactory completion of the Consultancy Services. The Consultant's team shall deliver all services as described in this Brief. No additional fees or expenses for the provision of any specialist and/or sub-Consultant services rendered locally or overseas shall be payable by HKCMCL.
- 15.2. In the event the consultant is a joint venture, each and every party making up the joint venture shall be jointly and severally bound by the undertaking until the satisfactory completion of this Consultancy Services.
- 15.3. The Consultancy Agreement shall not be assigned by the Consultant to any third party.

16. NATURE OF AGREEMENT

16.1. The Consultant will be engaged by HKCMCL as an independent contractor on a principal-to-principal basis and not as a partner, employee or agent of HKCMCL or as a trustee for others.

17. CONFLICT OF INTEREST

17.1. For the purposes of this clause unless the context in which it is used will not so permit, the term "Consultant" shall include each and every member of the Consultant engaged by the Consultant for the purposes hereof.

17.2. During the duration of the Consultancy Agreement, the Consultant shall –

- (a) not, without the prior written consent of HKCMCL, which shall not be unreasonably refused, undertake any service, task or job or do anything whatsoever for or on behalf of any third party which conflicts, or which may be seen to conflict, with the Consultant's duties to HKCMCL under the Consultancy Agreement ; and
- (b) so soon as reasonably possible after becoming aware of such facts, notify HKCMCL in writing of all or any facts which may reasonably be considered to give rise to situation where the financial, professional, commercial, personal or other interests of the Consultant conflict or compete, or may conflict or compete, with the Consultant's duties to HKCMCL under the Consultancy Agreement.

18. WARRANTY

18.1. The Consultant will be required to warrant and undertake to HKCMCL that

- (i) the Consultancy Services to be provided by it under the Consultancy Agreement shall be performed and completed in an impartial, timely and diligent manner and that the Consultant and each member of the Consultant Team, each of the Consultant's permitted sub-Consultant and every person employed, used or engaged by the Consultant shall use all the reasonable, skill, care and diligence in the performance of the Consultancy Services and the discharge of all its duties and obligations in the Consultancy Agreement that may be expected of a qualified and competent consultant experienced in the provision like services of a similar size, scope and complexity to the Consultancy Services; and
- (ii) the Consultant Team and the Consultant's permitted sub-consultants, has the necessary skills and experience to provide the Consultancy Services to the standard provided for in sub-clause (i) above and it shall provide independent and unbiased professional advice to HKCMCL in relation to the Consultancy Services in accordance with applicable professional standards in Hong Kong.

19. COMPLIANCE WITH LAW

19.1. The Consultant shall observe and comply with all applicable Hong Kong laws, regulations, decrees and orders in connection with the performance of the Consultancy. The Consultant shall secure, obtain and maintain throughout the duration of the Consultancy all and any governmental authorizations, approvals, visas, permits or licenses which may be required or necessary in connection with the performance of the Contract and bear all costs, charges and expenses that may be incurred in obtaining and maintaining the visas, permits and licenses.

Schedule 1 – Guidelines for the Preparation of Technical Proposal

The Technical Proposal Submission Envelope shall consist of (i) a Technical Proposal and (ii) the financial information documents to facilitate vetting of the Consultant's financial capability.

1. Format

The Technical Proposal shall be in the following format: -

- (a) in searchable PDF, Microsoft PowerPoint and Microsoft Excel format;
- (b) in English writing (in a minimum 12-point font size) in clear and legible typeface; and
- (c) in A4 size with no more than 30 pages printed double sided excluding images, diagrams, plans, manning schedules and CVs.

2. Contents

The contents of the Technical Proposal shall include without limitation the following information –

- (a) Name, address, e-mail address, fax and telephone number of the Consultant.
- (b) Consultant's contact person(s).
- (c) Name and post of the persons who are authorised to enter into and execute the Agreement on the Consultant's behalf.
- (d) Details of the Consultant's Technical Proposal covering the Consultancy Services as described in the Consultancy Brief which should include but not limited to the following Section 3 to Section 7 of this Schedule 1.

3. Response to the Brief

Understanding of the Objectives: A statement detailing the Consultant's management methodology and approach in achieving the objectives and requirements of the Project.

Identification of Key Issues: A comprehensive list with the Consultant's detailed approach and commentary upon all key issues, including the key issues identified in the Consultancy Brief, which the Consultant considers will affect the management of design and implementation services;

Understanding of Constraints and Special requirements: A statement identifying the particular constraints and special requirements relevant to the Services and the Works and their effect on the design, procurement, implementation and programme of the Services and the Works;

Innovative proposals: The Consultant shall demonstrate the Consultant's innovative ideas and approach to design quality, time and cost effectiveness on the Project, the technical requirement and flexibility to be performed.

4. Experience and Capability of Key Staff

The Consultant shall submit details of current and previous 10 years of consultancy experience with similar undertakings to ICT infrastructures and installations either in Hong Kong or overseas, highlighting the Consultant's capability, expertise, relevancy of the past project and suitability of applying the quoted experience to deliver the Services;

The Consultant shall also provide project description for each quoted experience including the name, use and nature of the project, the construction area (m²), the designed and implemented infrastructures, completion year,

name and contracts of the client bodies, scope of services, duties/ roles of the consultant, list of sub-consultants and key personnel involved, consultancy and implementation cost and duration;

The Consultant shall demonstrate the understanding of current trend in the technology development. Outline the applicable technologies in infrastructure design to support diverse business needs in Cyberport.

The Consultant or its Sub-Consultant shall include, but not limited to meet the following minimum qualifications and certifications:

The Consultant:

Key Role	Minimum Number of Staff Required	Minimum Number of Years of IT Experience and Functional/Specialty Experience	Minimum Staff Resources Required to be Allocated During the Project
Project Manager	The Project Manager is the owner of project and manage resource coordination		
	1	Have at least one Project Management certificate qualified with PMP, PRINCE2 or equivalent certification(s); and Have at least 10 years of experience in managing IT related projects	As and when required for attending meetings and discussions for project-related matters
Senior Consultant	Technical Lead of the project. Conduct workshops, assessment, technical document write-up, presentation of solution and documents		
	1	Have at least one professional IT certificate qualified with Cisco CCIE or equivalent certification(s) on wireless networking; and Have at least 10 years of experience in Wi-Fi product strategy formulation, design and implementation with various branded network and system products, including Cisco, or Aruba and so on	1
Consultant	Technical consultant. Conduct workshops, assessment, technical document write-up, presentation of solution and documents		
	1	Have at least one professional IT certificate (a) CCNA or equivalent ; and Have at least one 3 years of IT&T working experience	1

5. Methodology and Programme

The Consultant shall submit an Outline Project Programme including a narrative to indicate the proposed design management and implementation methodology to be adopted for the Services. The Outline Project Programme

shall indicate how the Consultant intends to achieve completion of the Services by the date specified under Clause 4.3 of the Consultancy Brief, in sufficient detail for HKCMCL to evaluate the Consultant's methodology and appreciation of the Services. It shall also indicate the estimated duration for completing each of the contract packages of the development reflecting the constraints and special requirements identified in sub-paragraph 3.3 above.

6. Team Structure, adequacy of manpower and specialists to be committed to the execution of the Services

The Consultant shall submit in the Technical Proposal:

- (a) the team structure, organization, credentials and strengths of the iPMO Team including the qualifications, experience, areas of expertise;
- (b) "Commitment of Principals to Lead the Team" – a description of the role of each of the Key Personnel in the iPMO Team and the proportion of time that senior management and/ or functional supporting staff will contribute;
- (c) Specifications, approaches and demonstration on the deployment of the Key Personnel's time devotion on the Project in Hong Kong throughout the duration of the Services;
- (d) Details of staff and resources to be used both in Hong Kong and elsewhere to undertake the Services;
- (e) a description of the competitive strengths the iPMO team possesses over other consultants in the industry;
- (f) a Schedule of the Key Personnel to be deployed by the Consultant according to the Manning Schedule in Annex I of Schedule 1; and
- (g) Any other information which the Consultant may consider contribute to evaluation of their proposal.

The Consultant shall include qualified professionals, to be accepted by HKCMCL's Representative, to manage and supervise the Contractors throughout the execution of the Services, which shall include the staff as specified under the notional organization chart, and any other relevant professionals or expertise that the Consultant considers will be necessary for the satisfactory delivery of and completion of the Services;

If the Consultant intends to sub-contract any part of the Services to a specialist sub-consultant, the Consultant shall submit the scope of services intended to be sub-contracted and details of the proposed sub-consultant including the names, positions, duration of employment, responsibilities and the capability of the proposed specialist sub-consultant's key professional and technical staff;

The Consultant must be, or be capable of becoming, a registered firm or company in the HKSAR, and have or be prepared to open, a local office in Hong Kong and must have, or be able to source, the resources to support daily coordination/ administration work throughout the duration of the Services;

Considering the tight program for delivering the development in phases, the Consultant should allow sufficient consultant personnel and clerical, technical and other support should be allowed for proper delivery of the Services.

The Consultant shall declare that their proposed professional and technical staff have been included in their latest updated staff list previously submitted to the HKCMCL. If there are some proposed professional and technical staff whose names have not been included in their latest updated staff list, the Consultant shall provide full details such as names and qualifications of these staff and support with substantiations in their technical proposals. Those proposed staff who are not in the updated staff list and whose details are not supported with substantiations would normally be disregarded in the assessment of technical proposals.

The Consultant shall declare the employment status of their proposed fulltime and non-fulltime Key Personnel / and those of their sub-consultants. For non-fulltime Key Personnel, the Consultant shall specify the percentage of time of the non-fulltime Key Personnel's involvement. Non-fulltime Key Personnel shall include, but not be limited to:

- (a) freelance staff who serve other firms as independent consultants; and
- (b) fulltime staff who occasionally serve other firms as part-time staff.

The Consultant shall declare the current work commitment of their proposed Key Personnel / and the Key Personnel proposed by their sub-consultants in ongoing consultancy agreements with HKCMCL.

For the purpose of preparing staffing proposal, “Key Personnel” shall mean those consultant’s Completed Form of Declaration in Appendix A. Any conviction or interest declared will be carefully considered but will not automatically bar the Consultant from being further considered in the selection process.

Information according to the Appendix B – Joint Venture Information if the Consultant is a joint venture or any other form of collaboration with an overseas company. Please note that the Consultant must be a registered company in the HKSAR, with a local office and resources to support daily coordination/administration work throughout the period of the Consultancy Services.

7. Manning Schedule (Without Charge Rates or Fees)

Manning Schedule (Without Charge Rates or Fees) to be Included in the Technical Proposal. The Consultant must provide information in the Technical Proposal on the manpower input for the assignment. The Consultant should state the proposed total professional and technical manpower input of the lead consultant and all other sub-consultants, if any, including each member of the Consultant Team listed in Clause 2.3 of this Consultancy Brief in terms of man-weeks in a manning schedule. However, the Consultant should NOT provide any information in the Technical Proposal on charge rates or fees. The manning schedule shall be completed in the Excel file template provided (“E-T 2020 038_Annex I of Schedule 1 - Manning Schedule Without Fee.xlsx”).

8. Financial Information of the Consultant

To facilitate vetting of the Consultant’s financial capability, Consultant is required to submit the following financial documents: -

- (a) the audited accounts for the past three years including the auditor’s and directors’ reports, profit and loss account, balance sheet, cash flow statement and notes to the financial statements;
- (b) bank reference letter on its financial strength and creditworthiness; and
- (c) credit report from international rating agency if available.

Schedule 2 – Guidelines for the Preparation of Fee Proposal

1. Format of Submission

1.1. The Fee Proposal Submission Envelope shall be in PDF format and contain the following: -

- (i) The Form of Tender in Part G duly completed, signed, witnessed and dated; and
- (ii) The Schedules of Fees in Part F and Manning Schedule (With Charge Rates or Fees) in Annex I of Schedule 2 duly completed in Excel file templates provided.

The Consultant is to complete the Form of Tender for the Services as shown on the Consultancy Brief on a “lump sum fixed price” basis, inclusive of all labor, equipment, apparatus, management, insurance, supervision, materials and expenses incurred in the performance of the Services, which, unless otherwise expressly permitted in the Agreement, shall NOT be subject to any adjustment for rises or falls in the cost of labour, plant and materials or currency fluctuations occurring after the Closing Date. The Fee proposed shall be in Hong Kong Dollars. Payment of the Fee shall be made in accordance with the Payment Schedule.

2. Schedules of Fees

The Consultant must also break down the Lump Sum Fee and insert the required rates as per the tables contained in the Schedules of Fees in Part F of the Consultancy Agreement (“F-T 2020 038_SOF_Schedule of Fee.xlsx”).

Any items that are considered by the Consultant to be of no value and not to be priced shall have dashes or other suitable marks placed against them in the cash columns. Costs of any such items not so priced shall be deemed to have been included in the proposed Lump Sum Fee. The value of any items of Services not shown in the Form of Proposal but are required for the completion of the Services are deemed to have been included in the proposed Lump Sum Fee.

The Consultant is to note that the anticipated man hours and unit rates of staff cost in the Lump Sum Fee Breakdown are provided for information of HKCMCL only and shall not be binding on HKCMCL and have no contractual effect and may only be used as a reference or guidance for pricing any variation in the Services which may be ordered by HKCMCL’s Representative pursuant to the Consultant Agreement.

The Consultant is to note that some items of services have been marked as "Provisional Item" in the Brief and the Payment Schedule. The Consultant is to price such Provisional Items and include in the Fee Proposal. The whole or any part of such Provisional Items will be subject to the instructions of HKCMCL. If HKCMCL does not issue instructions, such Provisional Items of services or a part thereof shall not form the Services and the price for such Provisional Items of services or a part thereof shall be deducted from the Fee for the Consultancy Services. The Consultant should also include Provisional Sums in the Form of Proposal. Such sums are for services which are not certain or defined and may be expended in whole or in part by the written instruction of HKCMCL’s Representative. If no written instruction is given, such sum or a part thereof will be deducted from the Fee for the Services.

Based on the outcome of financial assessment of the Consultant, HKCMCL may require the successful Consultant to provide a bond and/or undertaking to guarantee satisfactory completion of the Services either in the form of cash deposit or a bond of an amount up to ten percent (10%) of the Fee for the Services, to be obtained from financial institutions acceptable to HKCMCL. The terms of the bond and the name and relevant details of the bond provider/undertaker shall be submitted by the Consultant to HKCMCL for acceptance when required by HKCMCL. In the event HKCMCL shall require the successful Consultant to provide a bond or undertaking, the successful Consultant shall provide the bond or undertaking within 14 days of the date of request of HKCMCL to do so. The Consultant is to price the provision of the Bond as a Provisional Item by completing the relevant section in the Form of Proposal, and if HKCMCL does not require the Bond, the price therefor shall be deducted from the Fee for the Services. If the Consultant has not priced the provision of the Bond separately, the Consultant

is deemed to have priced the same elsewhere and HKCMCL shall deduct such sum from the Fee for the provision of the Bond based on a fair valuation made by HKCMCL.

Should any errors, discrepancies or apparent under-pricing be revealed and discovered by HKCMCL, including without limitation errors of such magnitude as in the opinion of HKCMCL would involve the Consultant in serious loss, HKCMCL may query these in writing with the Consultant. Such query is not to give indication to a Consultant to change the Fee Proposal. No change in the Fee Proposal will be allowed in response to such query, the Consultant may offer only to stand and abide by its Fee Proposal or to withdraw its Proposal and is required to confirm such in writing. For the avoidance of doubt, no withdrawal of Proposal will be allowed unless it is agreed by HKCMCL.

Manning Schedule (With Charge Rates or Fees)

Manning Schedule (**With Charge Rates or Fees**) to be Included in the Fee Proposal. The Consultant must provide information in the Technical Proposal on the manpower input for the assignment. The Consultant should state the proposed total professional and technical manpower input of the lead consultant and all other sub-consultants, if any, including each member of the Consultant Team listed in Clause 2.3 of this Consultancy Brief in terms of man-weeks in a manning schedule. The manning schedule shall be completed in the Excel file template provided ("E-T 2020 038_Annex I of Schedule 2 - Manning Schedule With Fee.xlsx").

Appendix A

For Use by Tenderers
Declaration Form

To : **Hong Kong Cyberport Management Company Limited (“HKCMCL”)**

From: _____ (Name of Tenderer)

Date: _____

Dear Sirs,

Re: Tender for Feasibility Study for Wi-Fi Infrastructure of Cyberport
(**“Services”**)

We refer to the above Tender for the provision of the Services. This is to confirm that I/we* have/do not have any* direct or indirect financial, personal or other interests relating to or arising from the duties to be performed for the Services and which conflict or compete, or may appear to conflict or compete, with any interest of HKCMCL. I/We* also undertake that should such a conflict arise in future during the term of the contract for the Services with HKCMCL, I/we* will inform HKCMCL immediately. ***(If there is such a conflict, please provide details as an attachment to this Declaration.)***

I/We* also declare that I/we* have/do not have* outstanding or threatened claim, distress, legal action, litigation, proceeding, suit, prosecution, investigation, enquiry or arbitration which may have a bearing to our performance of the Services. I/We* also understand that HKCMCL reserves the right to terminate the contract with me/us* if it is subsequently found that I/we* have the aforesaid instance that had not been disclosed to HKCMCL. ***(If there is such an instance, please provide details as an attachment to this Declaration.)***

I/We* also declare that I/we* have/do not have* records of convictions under the Employment Ordinance, Employees’ Compensation Ordinance and the Immigration Ordinance or any other relevant ordinance which may have bearing to our performance required for the Services for the 12-month period preceding the closing date for the submission of proposal. I/We* also understand that HKCMCL reserves the right to terminate the contract with me/us* if it is subsequently found that I/we* have such convictions that had not been disclosed to HKCMCL. ***(If there is such a conviction, please provide details as an attachment to this Declaration.)***

I/We* undertake to hold in strict confidence of all information relating to the Request for Proposal or the Services that I/we* have access to or otherwise come to my/our* knowledge and not to divulge or disclose any such information without first obtaining the approval of HKCMCL and undertake not to take advantage of such information whether or not for personal gain.

I/We* undertake not to offer, solicit or accept, directly or indirectly, any Advantage as defined under the Prevention of Bribery Ordinance, in connection with or arising from the Request for Proposal or the Services, unless with the prior consent of HKCMCL.

I/We* consent and hereby authorize HKCMCL to investigate and verify information, including our declaration provided in relation to this submission of proposal with any third parties.

Yours faithfully,

(Name and position of Signatory)

*Delete where inappropriate

“Advantage” under the Prevention of Bribery Ordinance, Cap.201, the Laws of Hong Kong SAR means (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description; (b) any office, employment or contract; (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted; (e) the exercise or forbearance from the exercise of any right or any power or duty; and (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e), but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap 554), particulars of which are included in an election return in accordance with that Ordinance.

Joint Venture Information (if applicable)

- A. Is this response being made on behalf of a Joint Venture (JV), Consortium, or other association of individuals/companies?

Yes/No: _____

If the answer is "Yes" to the above, provide the information listed below.

- B. Is the JV etc. formally constituted by a letter of association, memorandum of understanding, or other such similar agreement?

Yes/No: _____

If the answer is "Yes" to the above, the Applicant must enclose a copy of the Agreement with the completed questionnaire. If no formal JV Agreement is in place, letters addressed to the director from each of the companies in the proposed JV should be submitted with the completed questionnaire. Each letter must be signed by a director of the company, or another individual who has the authority to commit the company in such an arrangement. The letter of agreement should reflect that all parties to the agreement are jointly and severally liable for the obligations of the joint venture for any agreement entered into with HKCMCL.

- C. JV/Consortium Specific Information: The following information should be provided and completed by the Lead Member in the JV:

1. JV/Consortium (Agency) Name:

Name(s) and title of Contact Person(s) to whom Proposal Documents and future correspondence may be addressed:

Contact(s):

Job Title:

Address:

Telephone: _____ Fax: _____

E-mail : _____

Joint Venture Information (if applicable)

2. JV Office Address (if different from 1 or 3):

Telephone: _____ Fax: _____

E-mail : _____

3. Local Hong Kong Address and Name of Contact Person(s) (if different than 1 and/or 2 above):

Telephone: _____ Fax: _____

E-mail : _____

4. Names of JV/Consortium Members % share of JV by each Member

a. _____

b. _____

c. _____

d. _____

e. _____

5. Name of Lead Member (Management Sponsor):

6. Member/Holding Company of the JV/Consortium

Provide the name and country of registration of the immediate parent company and the ultimate holding company or parent of each member of the JV/Consortium.

7. Type of proposed Joint Venture structure – incorporated/unincorporated:

Where incorporated, state date and place of incorporation and nature of presence in Hong Kong (branch, subsidiary, etc.) if applicable. Any incorporated joint venture will be considered as a separate agency and a full set of the data described in this pre-qualification questionnaire will be required both from the incorporated entity and each of the participants in it.

8. Proposed distribution of management, financial and contractual responsibilities between the JV/Consortium partners.

9. Proposed allocation of work among the JV/Consortium members.

Name(s) of JV Member(s)	Proposed Work

END

Part G
Form of Tender

for

T/2020/038:
Feasibility Study for
Wi-Fi Infrastructure of Cyberport
for
Hong Kong Cyberport Management Co. Ltd.

From:

- NOTE:
- (1) If a tenderer is a sole proprietorship or a partnership, the name(s) and residential address(es) of the sole proprietor or all the partners shall be given in the spaces provided below.
 - (2) In all cases, the tenderer must give the number and the expiry date of the business registration certificate here:

Business Registration Number :

Expiry Date :

FORM OF TENDER

To: Hong Kong Cyberport Management Company Limited (the “Employer”)

1. Having inspected the Site, examined the Notes to Tenderers, Conditions of Tender, Articles of Agreement, the Conditions of Contract (hereinafter referred to as “the said Conditions”) and Consultancy Brief for the T/2020/038: Feasibility Study for Wi-Fi Infrastructure of Cyberport for Hong Kong Cyberport Management Company Limited (HKCMCL), I/we offer to provide consultancy services all in conformity with the said Conditions and Consultancy Brief for the sum of Hong Kong Dollars

.....

.....(HK\$)
 (“the Contract Sum”); or such sum as may be ascertained in accordance with the said Conditions and Consultancy Brief.

2. I/We undertake if my/our tender is accepted to commence the Services within 3 days of receipt of HKCMCL’s instruction to commence and to complete and deliver the Services comprised in the Contract within the time stated in the Consultancy Brief and the Conditions of Contract.
3. I/We agree to abide by this Tender for a period of 730 calendar days commencing from the date fixed for receiving it and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, subject to the provisions of Clause 4 hereof, shall constitute a binding contract between us.
5. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall mark.
6. I/We understand that it is your intention not to create any contractual relations in this invitation to tender until the award of the Contract and the Employer is not bound to accept the lowest or any Tender he may receive.

FORM OF TENDER

Signature (*with Company Chop*)

Date

In the capacity of

duly authorized to sign tenders for and on behalf of *

.....

Trading in Hong Kong under the style of @

.....

Registered address of firm

.....

Name of Witness

Signature of Witness

Address of Witness

.....

Occupation

Date

* In the case of a Limited Company, insert the name of the Company

* In the case of a sole proprietorship, a partnership or unincorporated joint venture, the name(s) of the sole proprietor, all the partners or all the participants in the unincorporated joint venture must be inserted above and name of the firm inserted at @.

Name of Partners

Residential Address of Partners

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