

## Tender Notice

### T/2016/ 015: Distribution Switches Upgrade

Hong Kong Cyberport Management Company Limited (“HKCMCL”) invites interested parties to submit tender for the Distribution Switches Upgrade. The goal of this project is to upgrade the current Cyberport campus network so that it can support the future growth of Cyberport in terms of stability and connection speed. Refer to Annex A (enclosed) for the tender brief.

Interested parties with relevant experience shall fill-in the Reply to Tender Notice and sign the Confidentiality and Non-Disclosure Agreement (both enclosed), then send them to the following on or before **8 June 2016**:

By Post:

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

Attn: Manager – Compliance and Procurement

Or by email: [procurement@cyberport.hk](mailto:procurement@cyberport.hk)

Or by fax : (852) 3027 0385

Tender document will be sent to the interested parties.

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

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

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

Date of Issue: 31 May 2016

**Reply to Tender Notice**

**T/2016/015: Distribution Switches Upgrade**

*Please complete and return this form to HKCMCL by email, by fax or by post **no later than 8 June 2016.***

By post : Units 1102-1104, Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong  
By fax : (852) 3027 0385  
By email : [procurement@cyberport.hk](mailto:procurement@cyberport.hk)

**We are interested to tender. Please send enclosed our ‘Confidentiality and Non-Disclosure Undertaking’ and send us one set of tender document.**

*(If the tenderer does not submit a tender or decline for submission after have replied to HKCMCL with this form, the tenderer will be suspended from quotation for 3 months.)*

Name in block letters: \_\_\_\_\_

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_  
\_\_\_\_\_

Tel. no.: \_\_\_\_\_

Fax. no.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature and company chop

\_\_\_\_\_

Date: \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 2016

BETWEEN:

**HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED** (香港數碼港管理有限公司), a company incorporated in Hong Kong having its registered office at Units 1102-4, Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong (“**HKCMCL**”);

and

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

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

WHEREAS

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

NOW IT IS HEREBY AGREED as follows:

### Definition of Confidential Information

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

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

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

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

### **Non-Promotion**

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

### **Indemnification**

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

### **Equitable Remedies**

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

### **Continued Obligations**

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

### **Governing law**

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

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

Signed by )  
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for and on behalf of )  
**Hong Kong Cyberport** )  
**Management Company Limited** )  
(香港數碼港管理有限公司) )  
) \_\_\_\_\_  
Signature & Company Chop

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## **Background & Tender Brief**

### **1 Background**

- 1.1 Cyberport is a creative digital cluster with over 700 community members. It is managed by Hong Kong Cyberport Management Company Limited (HKCMCL) which is wholly owned by the Hong Kong SAR Government. With a vision to build a legacy of entrepreneurial excellence that establishes Cyberport as a leading global innovation and technology hub, Cyberport is committed to facilitating the local economy by nurturing digital industry start-ups and entrepreneurs, driving collaboration to pool resources and create business opportunities, and accelerating digital adoption through strategic initiatives and partnerships. Equipped with an array of state-of-the-art tech facilities and a cutting-edge broadband network, the Cyberport community is home to four grade-A intelligent office buildings, a five-star design hotel, and a retail entertainment complex.
- 1.2 Cyberport campus network uses 3 tiers network architecture. Access switches provide the last mile end users connection on every floor. Distribution switches link all access switches in a given building. Core switches link all distribution switches to form the campus network. The core switches and one pair of distribution switches have already upgraded in 2013.
- 1.3 In order to ensure smooth operation of the Cyberport network, Cyberport plans for an upgrade of remaining 10 out 12 sets distribution switches.

### **2 Tender Brief**

- 2.1 The scope of the proposed project shall include:
  - Comprehensive site survey - cabling plan and rack space;
  - Detailed Design - confirmation firmware version and associated testing;
  - Replacing switches in a one-to-one manner without any downtime;
  - Testing;
  - Documentation: compilation of Design Report, Implementation Plan, Migration Plan, Operation Manual, training materials and handover report.
- 2.2 The upgrade works of the 10 distribution switches is expected to take around 10 months to complete. The project will proceed in two phases:
  - The first phase is to replace two (2) distribution switches.
  - The second phase is to replace the remaining eight (8) distribution switches.

### **3 Tentative Schedule**

June – July 2016	Tender Exercise
August 2016	Contract award
August to September 2016	Order and Delivery
October 2016 to May 2017	System Implementation
May 2017 to July 2017	Nursing