

## Tender Notice

### Invitation for Expression of Interest Cyberport Tenant Bus Service

On behalf of Hong Kong Cyberport Management Company Limited (“HKCMCL”), we, ISS EastPoint Property Management Ltd (“ISSEP”), invite interested parties to submit tender for Cyberport Tenant Bus Service for a period of two (2) years commencing from 1<sup>st</sup> April 2017.

The scope of the services shall include the application of licence(s) from relevant Government Department(s) and provide not less than 26 daily bus trips with a minimum of 60-seated coaches to pick-up and drop-off passengers between five locations and Cyberport in the morning and evening (Monday to Friday except Public Holidays).

Interested parties shall complete and return the following documents **on or before 4<sup>th</sup> July 2016, 3:00 p.m. (Hong Kong Time)**:-

- (1) Attached Reply to Tender Notice.
- (2) Attached Confidentiality and Non-Disclosure Undertaking.
- (3) Job Reference List to provide relevant job references with service contract amount not less than HK\$3m per annum for providing similar shuttle bus service(s) in Hong Kong.
- (4) Most recent one year’s audited financial report.
- (5) Statement of whether or not the Tenderer has had any legal case involved within the preceding twenty-four (24) months from the Tender Submission Date and details of such case.

By Post:

Cyberport Facilities Management Office  
Unit 401, Level 4, IT Street, Core A, Cyberport 3,  
100 Cyberport Road, Hong Kong  
Attn: Assistant Facilities Manager - Procurement & Quality Assurance

Or By E-mail: [procurement-cyb@hk.issworld.com](mailto:procurement-cyb@hk.issworld.com)

Or By Fax: (852) 3157 1177

Tender document will be sent to/prepared for collection by the interested parties.

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

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

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

In case of doubt, please contact Mr Ivan Ko at 3166 3504 or Mr Luis Chan at 3166 3556 directly.

Date of Issue: 17<sup>th</sup> June 2016

**Reply to Tender Notice**

**Cyberport Tenant Bus Service**

*Please complete and return this form to ISSEP by post or by email or by fax no later than **4<sup>th</sup> July 2016 at 3:00 p.m. (Hong Kong Time)**.*

**By Post:** Cyberport Facilities Management Office  
Unit 401, Level 4, IT Street, Core A, Cyberport 3,  
100 Cyberport Road, Hong Kong  
Attn: Assistant Facilities Manager - Procurement & Quality Assurance

**By E-mail:** procurement-cyb@hk.issworld.com

**By Fax:** (852) 3157 1177

**We are interested to tender. Please send us one set of tender document.**

*(If the tenderer does not submit a tender or decline for submission after have replied to ISSEP 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: \_\_\_\_\_

## **CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING**

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This Undertaking is given by the undersigned in favour of ISS EastPoint Property Management Limited (ISSEP) in consideration of ISSEP agreeing to supply to the undersigned copies of the Notes to Tenderer, Conditions of Tender, Articles of Agreement, General Conditions of Contract and Specification (collectively the "Tender Documents") for Cyberport Tenant Bus Service and to allow the undersigned to carry out a further study and prepare a proposal in response and pursuant to the Tender Documents (the Authorised Purpose).

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

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

