

Tender Notice

Invitation for Expression of Interest

T/2020/015: Architect, Lead Consultant and Authorised Person of Cyberport Expansion Project

Hong Kong Cyberport Management Company Limited (“HKCMCL”) invites interested parties to submit tender (T/2020/015) in acting as the architect, lead consultant and authorised person to carry out the design and construction project management of Cyberport Expansion Project from the inception to completion stages .

Interested parties with relevant experience shall complete and return the following documents on or before **31 March 2020**:

- (1) Reply to Tender Notice.
- (2) Confidentiality and Non-Disclosure Undertaking.

By Post:

Hong Kong Cyberport Management Company Limited
Level 6, Cyberport 2,
100 Cyberport Road,
Hong Kong
Attn: Manager – Compliance and Procurement

Or **by email:** procurement@cyberport.hk & eddieng@cyberport.hk

Or **by fax:** (852) 3027 0385

Tender document will be sent to the interested parties by email.

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: 20 March 2020

Reply to Tender Notice

**T/2020/015: Architect, Lead Consultant and
Authorised Person of Cyberport Expansion Project**

*Please complete and return this form to HKCMCL by email, by fax or by post **no later than 31 March 2020.***

By post : Hong Kong Cyberport Management Company Limited
Level 6, Cyberport 2,
100 Cyberport Road,
Hong Kong
Attn: Manager – Compliance and Procurement

By email : procurement@cyberport.hk & eddieng@cyberport.hk

By fax : (852) 3027 0385

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 having 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: _____

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Undertaking is given by the undersigned in favour of Hong Kong Cyberport Management Company Limited (HKCMCL) in consideration of HKCMCL agreeing to supply to the undersigned copies of the Notes to Tenderers, Conditions of Tender, Articles of Agreement, Conditions of Contract, Consultancy Brief (collectively the "Tender Documents") for the Tender for Architect, Lead Consultant and Authorised Person of Cyberport Expansion Project 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 HKCMCL or to third parties to whom HKCMCL owes a duty of confidentiality, including but not limited to materials describing or relating to the business affairs, policies or procedures of HKCMCL 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 HKCMCL 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 HKCMCL which is furnished to the undersigned by or on behalf of HKCMCL, 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 HKCMCL. HKCMCL 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, HKCMCL does not make any representations or warranties of any nature whatsoever with respect to any information disclosed, including, without limitation, any warranties of merchantability or fitness for a particular purpose or against infringement, the accuracy or completeness of the Confidential Information and shall incur no liability to the other or any other person resulting from the use of the Confidential Information.

- 9 The undersigned acknowledges that in the event of an unauthorized disclosure or any breach of this Undertaking by the undersigned could cause irreparable injury to HKCMCL, the damages incurred by HKCMCL may be difficult if not impossible to ascertain, and that HKCMCL may seek injunctive relief as well as monetary damages against the undersigned that breaches this Undertaking. The undersigned will pay all costs incurred in enforcing this Undertaking, including attorney fees, to HKCMCL.

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

- 11 This Undertaking shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“HKSAR”) and the undersigned agree to submit to the non-exclusive jurisdiction of the courts of HKSAR.

Dated this ____ day of March 2020

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