Tender Notice

T/2017/005: System Operation Contract S60: Operation of the Cyberport IT&T Infrastructure, Network Operation Centre (NOC) and Central Data Exchange (CDX)

Hong Kong Cyberport Management Company Limited ("HKCMCL") invites interested parties to submit tender for the Operation of the Cyberport IT&T Infrastructure, NOC and CDX (i.e. System Operation Contract S60). The contract for the existing System Operation Contract S60 will expire on 14 October 2018. The tender would be awarded by Oct 2017 including a 12-month handover period. The objective of this tender is to appoint an operator to manage, operate, maintain and support the Cyberport IT&T infrastructure, NOC and CDX for the provision of IT&T services upon expiry of the existing System Operation Contract S60. 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 **26 May 2017**:

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

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: 15 May 2017

Reply to Tender Notice

T/2017/005: System Operation Contract S60: Operation of the Cyberport IT&T Infrastructure, Network Operation Centre (NOC) and Central Data Exchange (CDX)

Please complete and return this form to HKCMCL by email, by fax or by post ***no later than 26 May 2017****.*

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

We are interested to tender. Please see 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 _____ 2017

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

_____

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	)	
	)	
	)	
	)	
	)	
	)	
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

Signed by	)	
	)	
	)	
	)	
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	)	
for and on behalf of	)	
	)	
	)	
	)	
	)	_____
		Signature & Company Chop

Annex A

Background & Tender Brief

1 Background

1.1 Cyberport is a creative digital community with over 800 community members. It is managed by Hong Kong Cyberport Management Company Limited 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 The Operator shall be able to review and implement necessary work processes that enable Cyberport to fulfil its vision and mission.

1.3 With a committed team of professionals providing all rounded value added services to support our digital community and an array of state-of-the-art IT&T facilities, Cyberport is the flagship for Hong Kong's digital tech industry.

1.4 The Operator is therefore required to work with HKCMCL to achieve the following outcomes:

- Provide professional and responsive IT, NOC and CDX operations services.
- Maintain all assets and facilities to the standard required by HKCMCL to successfully deliver a world-class ICT centre of excellence.
- Ensure all assets and facilities are run in compliance with all relevant regulations, and with acceptable world standards for this type of unique development.

2 Tender Brief

2.1 The scope of the Contract includes:

- Provision of IT&T services (Appendix 1 refers); and
- Operation and maintenance of IT&T infrastructure (i.e. the basic equipment, structure and software incl. NOC and CDX to provide the IT&T services).

2.2 Terms

The Service Provider shall serve a four-year term, with an option for HKCMCL to renew for a further period not exceeding four years at HKCMCL's discretion.

3 Tentative Schedule

May – August 2017	Tender Exercise
September 2017	Contract Award
October 2017 to October 2018	Handover Period
14 October 2018	Cut-off Date

Appendix 1

Cyberport IT&T Services

Internal Private Network

- The Internal Private Network (IPN) is Cyberport's backbone for Internet access. IPN is a unique IT&T facility provided by HKCMCL to community members at Cyberport. Though it is an Internet product, it is different from those broadband products available in the market. Cyberport has all its areas covered by Cyberport Optical Network (CON), through which tenants can subscribe for a guarantee international/local Internet bandwidth per Mbps (up to 1Gbps) on a monthly basis.
- **Two** IPN ports currently at **100** Mbps local shared bandwidth, free of monthly charge, can be provided to our community members (**dedicated international bandwidth** can be allocated at extra cost).

Cyberport Community Cloud

- Cyberport Community Cloud is the first-ever Community Cloud in Hong Kong. It offers easy-to-use and self-provisioning Infrastructure-as-a-Service (IaaS) to our community members. The platform is certified with CSA STAR certification.

Cyberport OpenWi-Fi

- Users enjoy FREE Wi-Fi connection for public areas (all major public areas in Cyberport are covered by WLAN).

Satellite Signal Downlink Services

- Cyberport is partnering with one of the Satellite-based Fixed Carrier Licensees to provide downlink services of encrypted video signal from satellite for Cyberport community members. Cyberport is receiving signal for eight satellites.

IP Telephony and Unified Messaging Service

- Cyberport is partnering with Hong Kong Broadband Network Ltd. (HKBN) to offer an IP based telephony and unified messaging service which integrates telephone, email and fax into one single interface.

Blockwiring Services

- Fixed Telecommunications Network Services (FTNS) providers or other Internet Services Providers (ISPs) are providing their Internet access services and fixed line telephone services to our tenants via the Blockwiring cabling infrastructure.

Satellite Master Antenna Television System (SMATV)

- 124 satellite TV channels are downlinked and delivered to tenants over the IPN via multicasting at 5Mbps to 20Mbps per channel.
- It is accessible from desktop, laptops or via television.

Network Operation Centre (NOC) and Central Data Exchange (CDX)

- NOC is the central monitoring and management centre for Cyberport's IT&T infrastructure. It consists of a Tier 3+ Data Centre with a fully redundant technical architecture and network design, which is certified with ISO 9001 and ISO 27001.
- In order to provide the best Information Security to our clients, our operation follows the requirements of the Information Security Best Practice under ISO27001.
- With a remote DR site provisioned in one of the major carrier grade data centres outside Cyberport, NOC can execute its business continuity plan in case local Cyberport NOC/CDX cannot operate.