

Terms and Instructions of Submitting a Tender

ENG version is only available for the *Terms and Instructions of Submitting a Tender*.

Terms

INTERPRETATION

1. In these Tender Conditions (unless the context otherwise requires):
 - (a) **Company** is the RunOurCity Foundation Limited or referred to in the Invitation to Tender, if any.
 - (b) **Invitation to Tender** means the document designated as such which has been issued to the Tenderer manually or electronically in conjunction with the other Tender Documents.
 - (c) **Tender Documents** means these Tender Conditions, the Invitation to Tender and each of the documents named as Tender Documents in the Invitation to Tender.
 - (d) **Tender** means the Tender that the Tenderer submits to the Company in response to the Invitation to Tender and which is comprised of the documents specified in the Invitation to Tender.
 - (e) **Tenderer** is the Company which has been invited to submit a Tender.

CONTENT AND REQUIREMENT FOR SUBMISSION OF A TENDER

2. The Request for Quotation – Schedule & Offer (“Schedule & Offer”) issued with the quotation should not be altered by Tenderer. Any modification of the Schedule & Offer considered necessary by the Tenderer should be considered to be an alternative offer and shall be subject to the Company’s acceptance. Offer may not be considered if complete information is not given with the Tenderer or if any particulars and data asked for in the Schedule & Offer are not furnished in full. Equivalent Offers will be considered.
3. Unless otherwise provided, the price stated in the Tender shall be in Hong Kong dollars and shall be net of all trade and cash discount.
4. The Company is committed to protecting the environment. The Company requests you as the contractors or Tenderers to minimize the impact of your activities on the environment and comply with all applicable legal requirements on environmental protection.
5. In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration between 10:00am and 6:00pm on the closing date, the closing date will be postponed to the following day immediately after the signal or warning is lowered. Late quotations will not be considered.

CLARIFICATION OF DOCUMENTS

6. Should the Tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the Company before submission of Tender.

ALTERATIONS

7. Figures should not be altered or erased, any alteration should be effected by striking through incorrect figures and inserting correct figures in ink above original figures. All such amendments should be initialled by Tenderer in ink with company chop/stamp. Any unauthorised alteration or erasure or obliteration to the text of the documents may cause the Tender to be disqualified.

DISCREPANCIES IN THE DOCUMENTS

8. The Tenderer shall check the numbers of pages of all documents against page numbers given in summaries, and should he find any discrepancy or indistinctness, he must inform the Company as soon as possible and have the same rectified.

ERRORS IN TENDER SUBMISSION

9. In the event of a Tenderer discovering an error in his Tender after it has been deposited, attention in writing may be drawn to the error and an amendment submitted which, provided that the amendment shall have been notified on or before the time fixed for receipt of Tenders, shall be accepted.

TENDER VALIDITY

10. Quotation shall, unless otherwise indicated, remain valid for 120 days after tender closing date.

ACCEPTANCE OF TENDER

11. The Company is not bound to accept the lowest of any quotation and reserves the right to accept all or any part of any quotation at any time within the period mentioned in (10) above. If a quotation is submitted on the basis of overall acceptance of all items offered, it must be clearly stated in the quotation.
12. A Tender will not be deemed to have been accepted and no contract will arise between the Company and the Tenderer in respect of the tendered goods and/or services until a formal written Contract is executed by the successful Tenderer and the Company.

UNSUCCESSFUL TENDERERS

13. At the completion of the tender process, the unsuccessful Tenderers will be advised in writing that their Tender has been unsuccessful. The Company is not obliged to disclose reasons for the acceptance or non-acceptance of any Tender and no further correspondence in connection with the Tender Documents or the Tenders will be entered into.
14. The assessment criteria for all quotations submitted shall include technical compliance, quality, price, delivery requirement, compatibility, durability, capability for future expansion, reference from current users, after-sale support, sustainability performance, safety and environmental elements, etc.

CONFIDENTIALITY

15. Tenderer shall treat as confidential all information and data supplied by the Company for its performance of the contract. Tenderer may release such confidential information to its employees who are engaged in the performance of the contract. Tenderer shall not at any time divulge, disclose or otherwise furnish to any third party any information relation to the Company's affairs or business which comes to the knowledge of the Tenderer during the course of it provision of the goods / services.
16. Tenderer are deemed to have given their consent to the Company to release their names, addresses and

prices if they are awarded with the order/contract.

INTELLECTUAL PROPERTY

17. The Tenderer agrees to be bound by applicable privacy and data protection Laws with respect to any act done or practice engaged in by the Tenderer for the purposes of this Tender in the same way and to the same extent as the Company would have been bound in respect of that act or practice had it been directly done or engaged in by the Company.
18. All rights of intellectual property, including copyright in the Tender Documents, drawings, data and technical and other pictorial and written information supplied to the Tenderer by the Company or any person or body for or on behalf of the Company, shall be and at all times remain the property of the Company.
19. The Company may, in its sole discretion and at any stage before or after completion of the Tender process, require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer including all copies of such information) be: (a) returned to the Company, in which case the Tenderer must promptly return all such information to the address identified by the Company; or (b) destroyed by the Tenderer, in which case the Tenderer must promptly destroy all such information.
20. Without affecting any intellectual property rights which may exist in a Tender, all Tenders submitted in relation to the Invitation to Tender shall be the property of the Company.

CONFLICT OF INTEREST

21. Tenderer should declare in writing if any staff member of the Company has any financial or other interest in the Tenderer's company directly or indirectly through members of his/her family.
22. The Tenderer must disclose to the Company any circumstances, arrangements or relationships which constitute, or might reasonably be considered to constitute, an actual or potential conflict of interest with the Tenderer's obligations under the Tender Documents or under any Contract that might be entered into. The Tenderer shall make this disclosure to the Company as soon as becoming aware of it and, in any event, prior to submitting any Tender.

OFFERING GRATUITIES

23. If the Tenderer shall be found to have offered or given any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of the Company in relation to this or any other contract or order, the Company shall be at liberty forthwith to cancel this contract, as the case may be, and shall hold the Tenderer liable for any loss or damage which the Company may thereby sustain. The Tenderer is also reminded that under the Prevention of Bribery Ordinance of Hong Kong, it is an offence to offer any advantage to any employee of the Company as an inducement to or reward for giving assistance or using influence in the promotion, execution or procuring of any contract with the Company.

ANTI-COLLUSION

24. Tenderer should not communicate to any person other than the Company the amount of any Tender, adjust the amount of any Tender by arrangement with any other person, make any arrangement with any other person about whether or not he/she or that other person should or should not tender or otherwise

collude with any other person in any manner whatsoever in the tendering process until the Tenderer is notified by the Company of the outcome of the tender exercise. Any breach of or non-compliance with this clause by Tenderer shall, without affecting Tenderer's liability for such breach of rules and laws or non-compliance, invalidate his/her Tender. This clause shall have no application to Tenderer's communications in strict confidence with his/her own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his/her consultants/subcontractors to solicit their assistance in preparation of tender submission.