

PART 1 **Terms of Quotation**

1. Invitation to Quotation

The Quotation is invited for the execution of the whole (or any part) of the Products more particularly set out in the Particular Specification (Part 3) and the Schedule (Part 4) subject to and in accordance with these Terms of Quotation, the General Conditions set out in Part 2 hereof and the Special Conditions of Contract set out in Part 5.

2. Quotation

- (a) The Quotation relates to the execution of all (or any part) of the Products during the contract period as specified in the Particular Specification and the Schedule set out in Part 3 and Part 4 respectively.
- (b) The Particular Specification and the Schedule issued with the Quotation must not be altered by the Bidder. Any modification of the Particular Specification and the Schedule considered necessary by the Bidder shall be the subject of a separate letter accompanying the Quotation. Figures shall not be altered or erased; any alteration shall be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments shall be initialled by the Bidder in ink.
- (c) The Quotation is to be submitted in **duplicate** and is to be completed in ink or typescript. Otherwise, the Quotation may not be considered.
- (d) The Quotation may not be considered if incomplete information is given or if any particulars and data asked for in the Schedule are not furnished in full.

3. Quotation to Remain Open

- (a) The Quotation shall, unless otherwise indicated by the Bidder, remain open for not less than 90 days after the Quotation Closing Date. If the Bidder is unable to comply with this requirement, he must clearly state the period for which the Quotation is valid for acceptance below. If before the expiry of the agreed validity period the Bidder's offer is withdrawn, due notice will be taken of his action and this may well prejudice his future standing as a supplier or service provider.

“Our offer will remain valid for a period of _____ days from the Quotation Closing Date.”

Authorised Signature: _____

Name in Block Letter: _____

Name of the Bidder: _____

Company Chop: _____

(b) Quotation Closing Date and Time

The Quotation must be submitted before the Quotation Closing Date and Time (Hong Kong time). Late quotation will not be considered.

(c) Quotation Closing Date and Time Extension in case of Rainstorm/Typhoon

In case a black rainstorm warning or typhoon signal No. 8 or above is in force for any duration between 9:00 am (Hong Kong time) and 12:00 noon (Hong Kong time), the Quotation Closing Time will be extended to 12:00 noon (Hong Kong time) on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. Charges

(a) The charges to be quoted by the Bidder shall be in Hong Kong dollars. Prices quoted in foreign currency will not be considered. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Bidder.

(b) If, at the request of the Bidder, assistance of any Centre staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 9:00 am to 5:45 pm; Saturdays, Sundays and public holidays excluded), the Bidder will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Centre staff directly engaged in such assistance.

(c) Price quoted

It will be assumed, unless the Bidder clearly stipulates otherwise, that his offer will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, the Bidder wishes to submit a conditional offer which contains a price variation clause, he may do so, with clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula shall be clearly stipulated and accepted by the Centre in writing.

(d) Accuracy of Quotation Prices

The Bidder shall make certain the prices quoted are accurate before submitting the Quotation. Under no circumstances will the Centre accept any request for price adjustment on grounds that a mistake has been made in the quotation prices.

5. Basis of Acceptance

The Quotation will be accepted on an “overall” basis. Incomplete quotation will not be considered. The Centre reserves the right to accept none, any or part of the offer.

6. Acceptance

The successful bidder shall, following receipt of a letter from the Centre prompting them to do so, enter into a separate agreement with the Centre, with terms and conditions which shall supplement those under this Quotation. This separate agreement once executed by both parties, shall constitute acceptance. Bidders who do not receive any notification within the validity period of their offers shall assume that their quotations have not been accepted.

7. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The Centre reserves the right to negotiate with any Bidder about the terms of the offer.

8. Consideration of Offers

The Centre is not bound to consider an offer in the event of a claim being received by the Centre alleging or the Centre having grounds to believe that the deliverables to be supplied by the Bidder under the Quotation are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

9. Saving

The Centre is not bound to accept the lowest or any offer and reserves the right to accept none, all or any part of any offer at any time within the period mentioned in clause 3 hereof.

10. Documents of Unsuccessful Bidders

Documents of unsuccessful Bidders may be destroyed not less than three months after the date the Contract has been awarded.

11. Latest Audited/Unaudited Accounts

The Bidder shall upon request by the Centre and its representatives, whilst his Quotation remains open, submit the latest audited accounts or unaudited accounts as appropriate for checking within 14 days from the date of such request. Late submission will not be considered.

12. Complaints about Quotation Invitation Process or Contract Awards

The quotation invitation process is subject to internal monitoring to ensure that contracts are awarded properly and fairly. Any Bidder who feels that his offer has not been fairly evaluated may write to the Centre's Company Secretarial Manager who will personally examine the complaint and refer it to the approving authority for consideration if it relates to procedures followed. The Bidder shall lodge the complaint before disposal of documents of unsuccessful Bidders which shall be within 3 months after the award of the Contract.

13. Personal Data Provided

- (a) The Bidder's personal data provided in the Quotation will be used for quotation evaluation and contract award purposes. If insufficient and inaccurate information is provided, the Quotation may not be considered.
- (b) The Bidder shall acknowledge and consent that the Bidder's personal data provided in the Quotation may be disclosed to government departments and non-government organisations.
- (c) The Bidder shall have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. The right of access includes the right to obtain a copy of the Bidder's personal data provided in the Quotation.
- (d) Enquiries concerning the personal data collected by means of the Quotation, including the making of access and corrections, shall be addressed to the Procurement Officer issuing the Quotation.

14. Contractors' Performance Monitoring

The Bidder is advised that shall he be awarded the Contract his subsequent performance will be monitored and may be taken into account when his future quotations are evaluated. The Quotation will be rejected if by the Quotation Closing Date, the Bidder is under suspension from submitting quotations for the Centre.

15. Cancellation of Quotation

Without prejudice to the Centre's right to cancel the Quotation, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the Centre is not bound to accept any conforming quotation and reserves the right to cancel the Quotation.

16. Offers to be Bound

- (a) All parts of the Quotation Documents submitted and offered by the Bidder will be bound on the Bidder. A Bidder is deemed to have satisfied itself as to the correctness of its quotation. In the event that a Bidder discovers an error in its quotation after the quotation has been deposited, the Bidder may correct the same in a separate letter. No request for adjustment or variation whatsoever will be allowed or entertained after the Quotation Closing Date.
- (b) Should it be found on examination by the Centre after the Quotation Closing Date that a Quotation has made errors in the figures stated in its quotation that may have a significant effect on the quotation, the Bidder may be informed of the errors and asked to confirm in writing whether it is prepared to abide by the corrected figures.
- (c) The Centre may require a Bidder to clarify any aspect of its quotation by way of provision of additional information or documentary proof. A quotation may not be considered if the Bidder fails to comply with the Centre's request for clarification.
- (d) Correspondence exchanged between the Centre and the Bidder about the quotation

may upon the parties' agreement form part of the Contract after the Contract has been awarded.

- (e) Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been obtained from the Centre Representative.

17. Prevention of Bribery Ordinance

Offering an advantage to any Centre employee is an inducement to or reward for giving assistance in procuring any tender with the Centre will render the quotation null and void.

18. Warranty Against Collusion

- (a) By submitting a quotation, a Bidder is regarded to have represented and warranted to the Centre that in relation to the Invitation to Quotation:
- (i) save with the prior written consent of the Centre, it has not communicated and will not communicate to any person other than the Centre the amount of any price submitted in its quotation;
 - (ii) it has not fixed and will not fix the amount of any price submitted in its quotation by arrangement with any person;
 - (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a quotation; and
 - (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- (b) In the event that a Bidder is in breach of any of the representations and/or warranties in sub-clause (a) above, the Centre shall be entitled to, without compensation to any person or liability on the part of the Centre:
- (i) reject the Bidder's quotation;
 - (ii) if the Centre has accepted the quotation, withdraw its acceptance of the Bidder's quotation; and
 - (iii) if the Centre has entered into the contract with the Bidder, terminate the contract.
- (c) By submitting a quotation, a Bidder is regarded to have undertaken to indemnify and keep indemnified the Centre against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in sub-clause (a).
- (d) A breach by a Bidder of any of the representations and/or warranties in sub-clause (a), may prejudice its future standing as a Centre contractor or service provider.

- (e) Sub-clause (a) shall have no application to Bidder's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its quotation, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its quotation.
- (f) The rights of the Centre under sub-clauses (b) to (d) are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.
- (g) Nothing in this clause shall limit the Centre's absolute right to determine or to request any other information/supporting documents/items in connection with or arising out of this Invitation to Quotation.

19. Enquiries

Any enquiries from the Bidder concerning this quotation invitation document up to the date of lodging their Quotation with the Centre shall be in writing and shall be submitted to:

Senior Administration Executive
(Attn.: Winnie Lo)
Logistics and Supply Chain MultiTech R&D Centre
Level 11, Cyberport 2
100 Cyberport Road
Hong Kong

Telephone: (852) 3973 6277
Facsimile: (852) 3106 0202
E-mail Address: procurement@lscm.hk

PART 2

General Conditions of Contract

1. Products and Variation

- (a) The Products to be supplied under the Contract shall be as laid down in the Particular Specification, the Schedule and Special Conditions of Contract and shall be provided, as and when required, to the satisfaction of the Centre or his nominated staff. All orders placed under the Contract shall be issued in writing and the Centre will not be responsible for products supplied and/or services performed on oral instructions issued by any person whomsoever.
- (b) The Contractor shall not extend the Products beyond the requirements specified in the Particular Specification and the Schedule except as directed in writing by the Centre; but the Centre may, subject to the proviso hereinafter contained, at any time during the contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Products and/or the contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.

Provided that no such variation shall, except with the consent in writing of the Contractor, involve a net addition to or deduction from the contract price of more than twenty per cent or the contract period of more than six months, unless otherwise mutually agreed by the Contractor and Centre.

- (c) Where a variation has been made to the Contract the amount to be added to or deducted from the contract price in accordance with that variation shall be determined in accordance with the rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due account shall be taken of any partial execution of the Products which are rendered useless by any such variation.

2. Assignment

The Contractor shall not, without the written consent of the Centre, assign or otherwise transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

3. Quality of Products

- (a) The Products shall be as specified in the Particular Specification and the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by Centre free of charge but shall be returned on completion of the Contract.

4. Inspection and Acceptance

All Products provided in pursuance of the Contract shall be subject to inspection and shall not be deemed to have been accepted unless either:

- (a) The Centre shall so certify; or
- (b) The Products are not rejected as being unsatisfactory within 21 days of the date upon which they were executed.

5. Rejections

- (a) Without prejudice to any statutory rights, the Centre or the nominated staff may reject any Services (or part thereof) which do not strictly conform to the conditions of sub-clause (a) of clause 3 hereof.
- (b) Within 24 hours of being notified in writing of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services.

6. Centre Property

When Centre property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Centre and the Contractor shall render such assistance as is necessary for this purpose.

7. Centre Premises/Contractor's Premises

- (a) The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Centre premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- (b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Centre or the nominated staff at all reasonable times.
- (c) The safety of any vehicles used by the Contractor and brought alongside or onto Centre premises, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Centre in respect of any loss or damage to such Centre premises.

8. Payment for Services

The Contractor shall render an invoice to the Centre nominated staff:-

- (a) an itemized account on or before the 10th or the 25th day of each month of the charges which he considers due to him for Products delivered under the Contract; or
- (b) on completion of any separate portion of the Products (in respect of which a charge is laid down in the Schedule) an account for such portion.

All such accounts shall be signed by the Centre's nominated staff. Unless otherwise agreed by the Centre such accounts shall be paid within 30 days of the date upon: -

- (i) where the said accounts are signed by the Centre or the nominated staff, or
- (ii) where the Products have been accepted pursuant to clause 4 of the General Conditions herein

whichever date is the earlier.

9. Illegal Workers

- (a) The Contractor undertakes not to employ illegal workers in the execution of any Centre contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Centre Representative may, on behalf of the Centre, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Centre as a result of the termination of the Contract.

10. Default

If the Contractor shall fail to deliver all or any of the Products provided for in the Contract within the Contract period or such extended period as may be agreed in accordance with clause 1(b) of the General Conditions hereof, the Centre may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Centre for breach of Contract including but not limited to its right of Centre to assign the balance of the undelivered Products to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

11. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Centre contracts.

12. Liability for Damages or Compensation

- (a) Centre and its employees or agents shall not be under any liability whatsoever for or in respect of:
 - (i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Centre or any of its employees or agents or otherwise).
 - (ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the Centre or any of its employees or agents.
- (b) The Contractor shall indemnify the Centre and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Centre or any of its employees or agents in respect of:
 - (i) any loss, damage, injury or death referred to in sub-clause(a) of this clause (save and except injury or death caused by the Negligence of Centre or any of its employees or agents).
 - (ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.
- (c) The Contractor shall indemnify the Centre against any loss of or damage to any property of the Centre or of any of its employees or agents or any injury to any employee or agent of the Centre arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.
- (d) For the purposes of this clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.

13. Policy of Insurance and Compensation

- (a) The Contractor shall effect a policy of insurance against all claims, demands or liability under the Contract with an insurance company approved by Centre (which approval shall not be unreasonably withheld) and shall continue such insurance during the continuance of the Contract and shall when required, deposit with the Centre Representative for safe keeping during the contract period such policy of insurance together with the receipt of payment of the current premium.
- (b) If the Contractor shall fail to effect and keep in force the insurance referred to or

any other insurance which he may be required to effect under the terms of the Contract then and in any such cases Centre may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by Centre as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

- (c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Centre Representative.

14. Bankruptcy

The Centre may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:

- (a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Centre.

15. Corrupt Gifts

- (a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Centre contracts, the Centre Representative may, on behalf of the Centre, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Centre as the result of the termination of the Contract.

16. Consent to Disclosure

The Centre shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded Contract, without any further reference to the successful Contractor, the name and address of the successful Contractor, description of Products and the amount of the Contract.

17. Publicity

The Contractor shall submit to the Centre all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Centre's name is mentioned or language used from which a connection with the Centre can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the Centre.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

19. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

- (a) Special Conditions of Contract;
- (b) Particular Specification;
- (c) General Conditions of Contract; and
- (d) Schedule.

Part 3 Particular Specification

1 Introduction

Our Centre is developing a cloud based platform system for our new project. In supporting the project implementation, the Centre is sourcing for the system cloud infrastructure design and foundation components implementation services.

2 Definitions

2.1 In this Contract, unless the context otherwise specifies, the following expressions have the following meaning:

“Contract”	means the agreement concluded between the Logistics and Supply Chain MultiTech R&D Centre (hereafter “the Centre”) and the Contractor including the letter of acceptance, specifications and other documents, which are incorporated by the reference herein.
“Contractor”	means the party who undertakes to supply the Products to the Centre.
“Centre Representative”	means the Chief Executive Officer of the Centre.
“Products”	means all the products and services to be supplied and all the duties and obligations to be carried out by the Contractor pursuant to the provision of this Contract.

2.2 Words importing the singular only also include the plural and vice versa where the context requires.

3 Products to be Supplied

3.1 In this Contract, the Contractor is required to supply the following products and related services:

- A. System cloud infrastructure design and foundation components implementation services

3.2 Specifications

The requirements below are mandatory. The Contractor shall supply the service which cover the following features:

- A. Item I: (refer to “Request for Proposal On Foundation Components Implementation and System Cloud Infrastructure Design”)
- B. Other Requirements
N/A

4 Other Requirements

4.1 Security Requirements

All information collected and documents supplied for this Contract shall not be disclosed to any unauthorized persons.

5 Payment Schedule

- 5.1 The Contractor shall send certified invoice(s) to the Procurement Office of the Centre stating the Centre's tender number, particulars and quantities of goods and/or services delivered, unit prices, applicable discounts and net payment due for payment within 30 days after delivery of the Products.

PART 4

Schedule

Item	Description (for details, please refer to the specifications in Part 3)	Estimated Quantity	Unit cost in HKD	Total in HKD	Time of Delivery	Country of Origin
1	System cloud infrastructure design and foundation components implementation services	1 set				

Stage	Payment Proportion when Stage was completed and accepted
1	30 % of the payment
2-3	40% of the payment
4	20% of the payment (System production rollout)
5	10% of the payment

We are pleased to submit the offer in accordance with the specification and conditions stated above.

Signature Authorised to Sign
this Quotation:

Name in Block Letter:

Name of the Bidder:
(With Company Chop)

Telephone Number:

Facsimile Number:

Date:

PART 5

Special Conditions of Contract

1. Time of Delivery

Items 1 shall be delivered to the Centre on or before 31 Mar 2023 with two months nursing period. The successful Bidder will be informed in writing.

2. Confidentiality

All information supplied by the Centre in this quotation invitation and under the subsequent Contract shall be treated as confidential. The Bidder and the Contractor shall not pass any information to any person except to their own employees who have a need to know the information for the purpose of this Contract. They shall ensure that their employees are fully aware of and comply with the provision of this clause. The foregoing obligations shall survive any termination of the Contract.

3. Payment for the Products

Payment in respect of the Products provided shall be arranged by the Centre. The invoice shall be sent to Procurement, Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong.

4. Contracts (Rights of Third Parties) Ordinance (Cap. 623)

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance(Chapter 623 of the Laws of Hong Kong).