



本處檔號 Our Ref. HAD K&T GL2/11/40/50/4/23 Pt.4
來函檔號 Your Ref.
電話 Tel: 2494 4551
傳真 Fax: 2425 4826

致 各製作公司負責人

電郵

先生／女士：

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供
葵青區青年發展及公民教育委員會
活動攝影、攝錄及影片剪輯綜合製作服務的報價

葵青民政事務處及葵青區青年發展及公民教育委員會(委員會)將於 2024 年 7 月至 2025 年 3 月期間舉辦多項青年及公民教育活動以加強青年的國民及公民意識，並提升其發展潛能，以及推動青年積極參與社會事務和建設。

現特函邀請 貴公司提供葵青區青年發展及公民教育委員會活動攝影、攝錄及影片剪輯綜合製作服務的報價，有關報價表格、釋義、報價條款、合約特別條款、報價詳情、不合謀投標確認書及報價標籤，請參閱附件一至三。

如 貴公司有意承辦本服務，請填妥所需附件，連同報價要求提交所需的樣本或文件，於 2024 年 4 月 19 日(星期五) 中午 12 時正或以前投進位於葵青民政事務處的投標箱內(地址：葵涌興芳路 166-174 號葵興政府合署 5 樓葵青民政事務處聯絡常務組)，信封面請寫明“葵青區青年發展及公民教育委員會活動攝影、攝錄及影片剪輯綜合製作服務的報價”。逾期遞交、以傳真方式遞交或不完整的報價文件將不予考慮，所有遞交的文件亦將不獲退還。本處將個別通知獲選的競投者，如競投者於 2024 年 6 月 17 日或之前未獲通知，則作落選論。

請注意，本處可按實際需要而決定採購部分或全部項目，亦有權不採納任何報價或自由選擇訂購的種類及數量；選取承辦商並非一定以價低者得為原則，本處亦會考慮服務的質素、款式或其他因素。

如有查詢，請致電 2494 4551 與下開代行人聯絡。

葵青民政事務專員

(許永豪 代行)



連附件

2024 年 4 月 12 日



民政事務總署
邀請報價(提供服務)

附件一

報價編號：HAD K&T GL2/11/40/50/4/23 Pt.3
檔案編號：HAD K&T GL2/11/40/50/4/23 Pt.3
合約編號：HAD K&T GL2/11/40/50/4/23 Pt.3

報價表格

遞交報價單

競投者如遞交報價單，必須填妥本表格一式兩份，然後放入白信封內，在信封面註明“提供葵青區青年發展及公民教育委員會活動攝影、攝錄及影片剪輯綜合製作服務的報價單”，致葵青民政事務處“負責拆閱報價單小組”收。請把信封密封，並於 **2024年4月19日中午12時正或之前**放入葵青民政事務處的投標箱(地址：新界葵涌興芳路166號至174號葵興政府合署5字樓葵青民政事務處聯絡常務組)。逾期遞交的報價單，概不受理。

釋義

第1部分 — 報價條款

第2部分 — 一般合約條款

有關為香港特別行政區政府提供服務而遞交報價單所適用的條款(包括：釋義、報價條款、一般合約條款)的詳情，請參閱本署所發出的文件編號 HAD-TERMS-2 “標準條款及條件”，以及隨後增補的附錄。

競投者向民政事務總署登記為合資格遞交報價單的人士／商號後，便會獲發上述文件。有關文件的副本，也可向民政事務總署物料供應組索取。

第3部分 — 特別合約條款

如有特別合約條款，已夾附於本表格內。

日期：2024年4月12日



葵青民政事務處

第4部分 — 應約履行

1. 我／我們已細閱第1至第3部分所載的報價條款、一般合約條款及特別合約條款(如有的話)，並同意遵守我／我們在報價單所列的條款及規定。
2. 我／我們及所代表的商號及合夥人／有限公司(載於下文)，現同意遵守及按照報價條款、一般合約條款及特別合約條款(如有的話)，在合約期內或需要延長的期限內，按照政府代表或其差遣人員的要求，以我／我們在附表所呈報的收費，提供附表所載的全部(或其中任何部分)的服務，不再收取其他任何費用。
3. 我／我們明白並同意，假如我／我們在報價條款第3(a)條所訂的限期內撤回或撤銷這份報價單；或在政府接納這份報價單後，我／我們拒絕或未能提供合約所訂的全部或其中任何部分的服務，政府有全權根據第1部

分的報價條款和第3部分的特別合約條款，沒收我／我們已繳付的保證金。

4. 我／我們證實以下由我／我們提供的資料均屬正確：

(a) 我／我們／本公司的商業登記證號碼為：

(b) 我／我們／本公司的商業登記證屆滿日期為：

(c) 我／我們／本公司已購買僱員補償保險，保險單詳情如下：

保險單編碼：_____

為保險公司名稱：_____

保險單生效日期：由_____起至_____止

保險單的承保概要以及特別條款如下：

5. 我／我們已獲下述公司授權，代表該公司簽署合約。

— 或 —

我／我們是下述商號的合夥人，已獲授權代表該商號簽署合約，有關簽署對該商號及其他現任合夥人均具約束力。

6. 本公司／商號的名稱為：_____

7. 本公司／商號已登記的辦事處地址為香港_____

8. 簽署人的姓名及地址為：

簽署：

(公司印章)

日期：_____年_____月_____日

註：(i) 填報人必須提供所有資料

(ii) 請將表格內不適用的地方刪去

附件二

Interpretation (Supplement)

In this invitation to quotation document, unless the context otherwise requires, the following expressions have the following meanings:

“HAD”	means the Home Affairs Department of the Government;
“Invitation to Quotation”	means this invitation to quotation for the provision of Services to the Government on the terms and conditions set out in the Quotation Document;
“Non-collusive Quotation Certificate”	means a document known as such and in the form attached to the Quotation Document for completion and submission by the Service Provider as part of its Quotation under Clause 16(b) of the Terms of Quotation (Supplement);
“Quotation”	means an offer to provide the Services as submitted by a Bidder in response to the Invitation to Quotation;
“Quotation Closing Time”	means the time on the date specified as the latest date and time before which Quotation must be deposited with the Government, and as such date and time may be extended in accordance with Clause 3 of Terms of Quotation (Supplement);
“Quotation Document”	has the meaning given to it in Clause 1 of the Terms of Quotation (Supplement); and
“working day”	means Monday to Friday, other than a public holiday or a day on which Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any time during the normal business hours.

Provision of Services on
葵青區青年發展及公民教育委員會
活動攝影、攝錄及影片剪輯綜合製作服務
for Home Affairs Department

ALL BIDDERS ARE ADVISED TO READ THE QUOTATION DOCUMENT CAREFULLY PRIOR TO PREPARING THEIR SUBMISSION. ANY SUBMISSION WHICH DOES NOT FOLLOW THE INSTRUCTIONS CONTAINED IN THE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY BE DISQUALIFIED.

Terms of Quotation (Supplement)

1. Quotation Document

- (a) This Quotation Document identified as **HAD K&T GL2/11/40/50/4/23 Pt.3** consists of the following documents:-
- (i) Quotation Form (HAD 231);
 - (ii) Quotation for Services – Standard Terms and Conditions (Reference No.: HAD-TERMS-2);
 - (iii) Interpretation (Supplement);
 - (iv) Terms of Quotation (Supplement);
 - (v) Special Conditions of Contract;
 - (vi) Service Specifications (in Chinese); and
 - (vii) Schedule;
 - (viii) Annex - Non-collusive Quotation Certificate; and
 - (ix) Quotation Label.
- (b) Bidders are requested to note that the Terms of Quotation and General Conditions of Contract in HAD-TERMS-2 are applicable to this Quotation.

2. Quotation Preparation

- (a) The Quotation and all accompanying documents must be completed and submitted in the manner stipulated under “Lodging of Quotation” in the front page of the HAD 231. **A LATE QUOTATION WILL NOT BE CONSIDERED.**
- (b) Bidders shall complete “Part 4 - Offer to be Bound” of the HAD 231 and submit their Quotations in DUPLICATE having attached thereto all Quotation Document with the items in the Schedule fully priced, costed and totalled. **Failure to submit a duly signed “Offer To Be Bound” before the Quotation Closing Time will render the Quotations invalid.**

3. Quotation Closing Date and Time Extension in case of Tropical Cyclone Signal / Rainstorm

In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm

Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any duration between 0900 and 1430 hours on the Quotation Closing Date, the Quotation Closing Time will be extended to 1430 hours on the next working day.

4. Validity Period

Bidders' Quotations shall remain valid for **not less than 90 days** after the Quotation Closing Time. If before the expiry of the above validity period their Quotations are withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Government service provider.

5. Basis of Acceptance

- (a) Quotations will be considered on an “**overall**” basis. A Quotation with partial or incomplete offer will not be considered.
- (b) The Government is not bound to accept the lowest or any Quotation and reserves the right to accept all or any part of any Quotation at any time within the quotation validity period. The Government is not bound to give reasons for the acceptance or non-acceptance of any Quotation.

6. Quotation Evaluation

Without prejudice to other rights and powers of the Government not to consider a Quotation under other applicable provisions in the Quotation Document, the evaluation of Quotation will be conducted as follows:

(a) Completeness Check

A completeness check will be conducted by checking whether a Quotation has been submitted in accordance with the procedural requirements stipulated in the Quotation Document. **If a Bidder fails to submit a duly signed Offer to be Bound and complete Section (A) of the Schedule before the Quotation Closing Time, its Quotation will not be considered further.**

(b) Assessment of Compliance with Essential Requirements

A Quotation will be checked for its compliance with the essential requirements as detailed in the Quotation Document. **A Quotation which fails to meet any of the essential requirements will not be considered further.**

(c) Price Assessment

- (i) The grand total amount for the provision of Services as quoted by a Bidder in Section (A) of the Schedule will be used in the price assessment.
- (ii) For price comparison purposes, any prompt payment discount offered by a Bidder in Section (B) of the Schedule will not be taken into consideration in

the price assessment.

7. Acceptance

The successful Bidder will receive a letter of acceptance or a copy of Departmental Order for Provision of Services (G.F. 220) as an indication of acceptance of its Quotation. The letter of acceptance or G.F. 220 shall constitute a binding Contract between the Government and the successful Bidder. Any Bidders who do not receive any notification within the validity period of their Quotations shall assume that their Quotations have not been accepted.

8. Addenda

The Government may issue addenda to the terms and conditions set out in the Quotation Document. Bidders may be asked to confirm compliance with the terms and conditions issued under any addenda.

9. Offers to be Binding

- (a) All parts of the Quotation submitted and offered by the Bidder will be binding on the Bidder after the Contract has been awarded. If there is any amendment / addition / deletion to any part of the Quotation before the award of Contract, the amendment / addition / deletion must be agreed upon in writing between the Government Representative and the Bidder. Such written agreement shall also form part of the Contract after the Contract has been awarded.
- (b) All correspondence exchanged between the Government Representative and a Bidder about the Quotation shall also form part of the Contract after the Contract has been awarded.
- (c) Variation to any part of the Contract will not be allowed after the Contract has been awarded unless prior approval has been sought from the Government Representative.

10. Bidders' Enquiries

- (a) Any enquiries from Bidders concerning this Quotation Document up to the date of lodging their Quotations with the Government shall be in writing and submitted to :-

General Liaison Team
Kwai Tsing District Office
Home Affairs Department
5/F, Kwai Hing Gov't Offices Bldg,
166-174 Hing Fong Road,
Kwai Chung, New Territories
(Attn.: Mr Stanley HUI)

Tel. No.: 2494 4551
Fax No.: 2425 4826
E-mail: stanley_wh_hui@had.gov.hk

- (b) After lodging a Quotation with the Government, Bidders shall not attempt to initiate any further contact, whether direct or indirect, with the Government on their Quotations or the Quotation Document. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of Bidders thereto shall be in writing or formally documented in writing.

11. Request for Information

- (a) In the event that the Government determines that:
 - (i) clarification in relation to any Quotation is necessary; or
 - (ii) a document or a piece of information, other than the document or information set out in Sub-clause (b), is missing from any Quotation,

it may, but is not obliged to, request the Bidder concerned to make the necessary clarification, or submit the required document or information. Each Bidder shall thereafter within five working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. **A Quotation may not be considered further if complete information or document is not provided by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government.** As an alternative to seeking clarification or further information or document, the Government may not consider the Quotation further or may proceed to evaluate the Quotation on an “as is” basis.

- (b) The document and information not covered by Sub-clause (a)(ii) are:
 - (i) price information or quotes required in this Quotation Document;
 - (ii) a signed Offer to be Bound in HAD 231; and
 - (iii) any other document or information in respect of which it is specified in the Quotation Document that a failure to provide to the Government in a Quotation at the time of submission of the Quotation or by the Quotation Closing Time will result in the Quotation not being considered.
- (c) Bidders should also note that the Government will not consider any clarification or information submitted by Bidders after the Quotation Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considers that such clarification or information would alter the Bidder’s Quotation in substance or give the Bidder an advantage over the other Bidders.

12. Documents of Unsuccessful Bidders

Documents of unsuccessful Bidders may be destroyed three months after the date of the Contract has been awarded.

13. Costs of Quotation

Bidders shall submit their Quotations at their own costs and expenses. The Government shall not be liable for any costs and/or expenses whatsoever incurred by Bidders in connection with the Quotation's submission, including without limitation, all costs relating to the preparation for or submission of their Quotations, the document(s), and any relevant communication or negotiation with the Government, whether incurred before or after the Quotation Closing Time.

14. Statement of Compliance

Bidders are requested to confirm that their Quotations submitted comply with the terms and conditions and the Service Specifications by completing Section (C) of the Schedule. If an offer does not comply with the requirements of the Service Specifications, Bidders should provide full details of their alternative offers, but the Government reserves the right to accept or reject any such offer.

15. Unreasonably Low Price

Without prejudice to the generality of the Special Conditions of Contract, the Government, may require a Bidder, who in the opinion of the Government, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the Government that such Bidder is capable of carrying out and completing the Contract. Failing to so justify and demonstrate to the Government's satisfaction would entitle the Government to reject the offer without having the need to give any other reasons for the rejection.

16. Warranty against Collusion

- (a) The Bidder must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to in Sub-clause (b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Bidders who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Bidder shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in Annex titled as such) as part of its Quotation.

- (c) In the event that a Bidder is in breach of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
- (i) reject the Bidder's Quotation;
 - (ii) if the Government has accepted the Quotation, withdraw its acceptance of the Bidder's Quotation; and
 - (iii) if the Government has entered into the Contract with the Bidder, terminate the Contract under Clause 4 of the Special Conditions of Contract.
- (d) By submitting a Quotation, a Bidder is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above.
- (e) A breach by a Bidder of any of the representations, warranties and/or undertakings in Sub-clause (a) above or in the Non-collusive Quotation Certificate submitted by it under Sub-clause (b) above may prejudice its future standing as a Government contractor or service provider.
- (f) The rights of the Government under Sub-clauses (c) to (e) above are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.

17. Warning against Bribery

- (a) The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by Bidders or any of their officers (including directors), employees or agents will render their Quotations null and void.
- (b) The successful Bidder shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Bidder shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

18. Government Discretion

Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Bidder on the grounds that the Bidder has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

19. United Nations Convention on Contracts for the International Sale of Goods not applicable

The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Bidder in response to this Invitation to Quotation.

Special Conditions of Contract

1. Contract Period

This Invitation to Quotation will be concluded as a service Contract with effect from the date of acceptance of the offer to that of fulfilment of contractual obligation. The date of acceptance shall be the date of letter of acceptance or G.F. 220 referred to in Clause 7 of the Terms of Quotation (Supplement).

2. Payment Correspondence

To expedite payment, invoice(s) and correspondence concerning payment should be sent to the receiving HAD office of which the address will be detailed in the letter of acceptance or G.F. 220 upon award of the Contract. The Government shall not be held responsible for any delay in payment if the invoice(s)/correspondence concerning payment is/are not properly addressed.

3. Order for Variation

- (a) The Government Representative shall have absolute power to make any variation in the quantity of any work as well as the performance requirements detailed in the Schedule hereof and such variation shall not in any way vitiate or invalidate the Contract.
- (b) No variation shall be made by the Contractor without a prior consent in writing from the Government Representative.
- (c) The Government Representative will give the Contractor an advance notice of not less than five calendar days to prepare for the execution of such order for variation from the Government Representative.

4. Termination

- (a) This Contract will expire automatically, without notice being necessary, upon the fulfillment of all contractual obligations by the Contractor.
- (b) The Government Representative shall also be entitled to terminate the Contract forthwith but without prejudice to any other rights and remedies which the Government has or may have under various circumstances including but not limited to the following –
 - (i) the Contractor shall fail to carry out the whole or any part of the Services or neglect to observe or perform any of the terms and conditions of the Contract or to pay any of the sums payable by the Contractor under the Contract or (in the case of a breach capable of being remedied) shall have failed within 14 calendar days or such longer period as the Government Representative may allow after the receipt of a request in writing from the

Government Representative so to do, shall remedy the breach (such request to contain a warning of the Government Representative's intention to terminate); or

- (ii) the Contractor shall go into liquidation or a petition shall be filed for the bankruptcy or the winding up of the Contractor's business other than for the purpose of a reconstruction or amalgamation previously approved by the Government Representative in writing or the Contractor shall become insolvent or make any composition or arrangement with creditors; or
 - (iii) the Contractor is in breach of Clause 15 of the General Conditions of Contract; or
 - (iv) the Contractor shall assign or purport to assign any or all the burden or benefit of the Contract without the prior written consent of the Government Representative.
- (c) The Government may at any time suspend or terminate the Contract by giving the Contractor 30 days prior written notice.
- (d) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
- (i) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (ii) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.

5. **Effect of Termination**

- (a) If the Contract is terminated in accordance with Clause 4 (Termination) hereof or Clause 10 of General Conditions of Contract, the Government Representative shall:-
- (i) cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
 - (ii) not be responsible for any loss and expenses suffered or incurred by the Contractor due to the termination of the Contract;

- (iii) be entitled to repossess any of his materials, tools, equipment or other items loaned or hired to the Contractor and to have a lien on any of the materials, tools and equipment or other items belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Government Representative; and
 - (iv) have, without prejudice to any claims by the Government Representative for breach of the whole or any part of Contract, the right to assign the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any amounts in excess of the payment quoted by the Contractor under the Contract up to and including the moment of breach and the Government Representative shall be entitled to use all such Contractor's materials, equipment or other goods for the purposes thereof free of charge and free from any liability until a new contractor or contractors are formally engaged by the Government Representative to perform the uncompleted Services.
- (b) The rights of the Government Representative are in addition to and without prejudice to any other rights the Government Representative may have whether against the Contractor directly or pursuant to any guarantee or indemnity.
 - (c) Any termination of the Contract howsoever occasioned shall not affect any accrued right or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

6. Probity

- (a) The Contractor acknowledges it has been reminded that:
 - (i) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong); and
 - (ii) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.
- (b) The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

- (c) The Government may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.
- (d) The Contractor shall within two weeks after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Sub-clause (b) and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

7. Confidentiality

- (a) The Contractor undertakes that the Contractor and its staff or agents will keep in confidence and not disclose to any third party without HAD's prior written consent any materials, drawings, design or information (whether of a commercial or technical nature or otherwise) acquired from HAD in connection with this Contract other than disclosure to those persons to whom it is necessary to supply such information to enable performance of this Contract. The Contractor shall not use the expertise evident therein in any manner detrimental to the interests of HAD.
- (b) The Contractor shall ensure that each of the Contractor's staff are aware of and comply with the confidentiality and non-disclosure provisions contained in this Clause and the Contractor shall indemnify HAD against any loss or damage which HAD may sustain or incur as a result of any breach of confidence by the Contractor or any of its staff.
- (c) Nothing contained above shall apply to prevent the Contractor from disclosing any information:-
 - (i) in its possession (with full right to disclose) prior to receiving it from HAD;
or
 - (ii) which is or later becomes public knowledge other than by breach of this Clause; or
 - (iii) which it may independently develop or receive from a third party (with full right to disclose).
- (d) This Clause shall survive the termination of this Contract.
- (e) Upon the completion, expiry or termination of this Contract, the Contractor shall return to HAD all the documents and materials covered by this Clause which have been supplied by HAD to the Contractor to enable performance of this Contract.

8. Assignment and Sub-contracting

- (a) Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- (b) The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

9. Non-exclusive Right

The Government will not grant any exclusive right to the Contractor for provision of the Services. The Government reserves the right to obtain the same or similar Services from any third party or enter into similar contracts with any third party.

10. Copyright and other Intellectual Property Rights

The Contractor should ensure that no intellectual property rights of any third party have been or will be infringed and shall indemnify the Government against any claims for breach of intellectual property rights.

11. Contracts (Rights of Third Parties) Ordinance

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).

11A. Admission of Contractor Personnel to Government Premises

- (a) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned sub-contractors (collectively "Relevant Personnel") who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (b) The Contractor shall ensure that while any of the Relevant Personnel is on the Government's premises they will conform to the Government's normal codes of staff and security practice.
- (c) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- (d) In the event that the Contractor fails to comply with this Clause 11A and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 4 (Termination) hereof.

12. Deletion

For the purposes of this Contract, Clauses 2(b)(ii), (c)(ii), (d)(ii) and (e)(Quotation), 3(a), (b)(ii) and (c)(Quotations to Remain Open), 4(a)(ii), (c)(ii)(Charges), 5(a)(Acceptance), 5(b)(Schedule of Compliance), 7(Consideration of Offers), 9(Deposit), 10(Documents of Unsuccessful Bidders) and 13(Complaints About Bidding Process or Contract Awards) under Part 1 – Terms of Quotation, and Clauses 2(Assignment), 4(b)(Inspection and Acceptance), 8(a)(Payment for Services) and 19 (Order of Precedence) under Part 2 –General Conditions of Contract in HAD-TERMS-2 are hereby cancelled.

13. United Nations Convention on Contracts for the International Sale of Goods not applicable

The Government and the Contractor hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

14. Order of Precedence

In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Contract, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Special Conditions of Contract;
- (b) Service Specifications;
- (c) Terms of Quotation (Supplement);
- (d) Schedule(s);
- (e) General Conditions of Contract;
- (f) Terms of Quotation; and
- (g) any other materials which were submitted by the Contractor as part of its Quotation and attached to the Contract.

Service Specifications

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供

葵青區青年發展及公民教育委員會
活動攝影、攝錄及影片剪輯綜合製作服務報價

報價條款—附件補遺

1. 報價文件

- (a) 整份報價文件(文件編號：HAD K&T GL2/11/40/50/4/23 Pt.3) 包括以下部份：—
- (i) 報價表格(文件編號 HAD231) (附件一)；
 - (ii) 釋義、報價條款、合約特別條款、報價詳情及不合謀投標確認書 (附件二)；
 - (iii) 報價標籤 Quotation Label (附件三)。
- (b) 競投者須注意，文件編號 HAD-TERMS-2 所載的標準報價條款及一般合約條款，均適用於這次報價。如要取閱上述文件，請致電 2494 4551 聯絡葵青民政事務處聯絡主任許永豪先生。

2. 擬備報價單

- (a) 競投者須按照報價表格(附件一)首頁“遞交報價單”項下所訂的方式遞交報價單及所有附件。
- (b) 競投者須填妥報價表格(附件一)第4部分“應約履行”(以墨水／原子筆填寫或打字機打出資料均可)，並在報價詳情(附件二表格甲)的有關項目註明價錢、成本及總額，然後連同所有附件，一式兩份送交葵青民政事務處。

3. 報價單有限日期

競投者須注意，在截止報價日期後90天內，報價單須維持有效。

(備註：如報價者在協議定的報價單有效期前撤回報價，他們會獲告知，當局會正視這事，他們日後成為政府供應商的機會亦可能會受到影響。)

4. 判授合約

本處會在接納競投者的報價後發出“本地訂購服務單”(通用表格第220號—部門訂購服務單)或“承兌函”，以示接納其報價建議。這份訂購服務單或承兌函屬具有約束力的合約，如競投者在報價單有效期內沒有收到任何通知，即表示其建議不獲接納。

5. 競投者的查詢

- (a) 在遞交報價單前，競投者如欲查詢報價文件的資料，須以書面向以下人員提出：—

新界葵涌興芳路166號至174號
葵興政府合署5字樓

葵青民政事務處聯絡常務組
葵青區青年發展及公民教育委員會秘書處
(經辦人：許永豪先生)

查詢葵青區青年發展及公民教育委員會活動攝影、攝錄及影片剪輯綜合製作服務的報價事宜

電話號碼：2494 4551 傳真號碼：2425 4826

(b) 競投者遞交報價單後，不得再直接或間接地向政府查詢其報價建議或報價文件的內容，但政府可以書面形式聯絡競投者。所有此類聯絡及競投者的回覆，均須以書面形式進行或在正式文件中予以記錄。

6. 報價詳情

競投者須填妥報價詳情(附件二一表格甲)及遞交有關說明文件，以提供報價詳情；否則，其報價建議不會受理。

7. 符合規格聲明

競投者須確認已依照報價文件所訂的條件及規格作出報價，如某項報價建議並不符合所訂規格，競投者須提供其他報價建議的詳情，但政府有權拒絕或接納此類報價。

8. 最近工作紀錄或推薦信

競投者須呈交其過往為政府或各大私營機構提供同類服務的工作紀錄或推薦信，並於接獲書面要求後14天內，把有關文件的副本遞交本處，以資證明。此外，競投者亦須一併呈交同類工作的記錄，以供本處參考。

9. 聘用條款

承辦項目的機構須承諾絕不僱用非法勞工履行本服務合約。如發現承辦項目的機構違反承諾而僱用非法勞工，葵青民政事務處可藉書面通知，終止本服務合約，承辦項目的機構無權因此申索任何補償。對於葵青民政事務處因終止本服務合約而招致的所有財務損失或必要開支，承辦項目的機構須負上法律責任。

10. 法定最低工資

由2023年5月1日起，法定最低工資水平為每小時40元，競投者應適時考慮法例的規定而作出報價。詳情可參閱勞工處《法定最低工資：僱主及僱員參考指引》。

(網址：<http://www.labour.gov.hk/tc/news/mwo.htm>)

11. 服務需求

由於本處急需有關服務，競投者須在報價表格的適當欄位列明可提供服務的最早日期，以供考慮。

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供
青年活動攝影、攝錄及影片剪輯綜合製作服務的報價

報價詳情

項目	詳情	數量
1	為葵青民政事務處及葵青區青年發展及公民教育委員會提供葵青區青年發展及公民教育委員會活動攝影、攝錄及影片剪輯綜合製作服務	詳見附件二一表格甲

*報價詳情及建議規格詳見附件二一表格甲。

報價注意事項

- 競投者提交報價時，須應報價要求提交所需的樣本或文件供葵青民政事務處(葵青民政處)及葵青區青年發展及公民教育委員會(委員會)參考；
- 報價工作完成後，葵青民政處及委員會可按承辦商要求，取回相關樣本或文件；
- 如未有特別註明，即假設報價金額已包括所有行政費及運輸費。
- 承辦商須自行安排所有保險及支付法例要求的相關費用。
- 本處可能因天氣或其他原因更改活動日期及地點，承辦商不會因此獲得額外款項。
- 葵青民政處及委員會在選取承辦商時會考慮提供物品／服務的質素或其他因素，並非一定以價低者得為原則；
- 葵青民政處及委員會可按實際需要而決定採購部分或全部項目，亦有權不採納任何報價或自由選擇訂購的種類及數量，故最終採購之物品／服務並非一定為所有報價物品／服務／數量；
- 如未能符合所訂規格，報價建議將不獲受理；
- 本處將個別通知獲選的競投者，如競投者於2024年6月17日或之前未獲通知，則作落選論；

附件二—表格甲

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供
青年活動攝影、攝錄及影片剪輯綜合製作服務的報價

致：葵青區青年發展及公民教育委員會秘書處
(查詢電話：2494 4551 傳真號碼：2425 4826)

請在以下適當的方格劃上✓號 (此表格可當作報價回條使用)

本公司 未能承辦有關服務。

本公司 有意承辦有關服務，報價資料如下：

須於2024年4月19日(星期五)中午12時或之前將報價投入設於葵青民政事務處(地址：新界葵涌興芳路166至174號葵興政府合署5樓葵青民政事務處聯絡常務組)的投標箱內。

(甲) 合約期

合約期由2024年7月1日至2025年3月31日為止。

*葵青民政處及委員會可按需要更改合約生效日期。

(乙) 承辦商要求

- 須成立不少於2年，具備提供攝影、攝錄及影片剪輯服務的經驗。請提供公司註冊年份： ，並以附件提供相關註冊文件。
- 曾於活動策劃/攝影/攝錄/影片剪輯方面獲獎為佳。如曾獲獎，請以附件提供有關得獎文件。
- 須具備至少10次為政府/公營機構/知名企業或機構/大型活動/大型比賽提供攝影、攝錄及影片剪輯服務的經驗，並以附件提供至少5次相關經驗的資料，包括但不限於活動名稱、舉辦年份、客戶名稱及承辦商在活動的工作等。
- 葵青民政處會於活動前向攝影師和/或攝錄師提供活動詳情、到達/集合時間、拍攝要求、重要賓客等詳情，讓攝影師和/或攝錄師提早準備。
- 如需攝影師和/或攝錄師離港工作，除葵青民政處或合辦或協辦團體提供之旅遊和/或工作保險外，承辦商須自行為攝影師和/或攝錄師額外提供財物及意外等保險，報價須包含有關費用。
- 如需要攝影師和/或攝錄師離港工作，承辦商須確保攝影師和/或攝錄師於活動出發當日持有有效期至少為6個月的有效旅遊證件，包括但不限於身份證、回鄉證及護照等，葵青民政處不會為旅遊證件續期手續提供額外津貼。

(丙) 攝影師及攝錄師要求

- 攝影師及攝錄師須具備不少於 3 年攝影/攝錄經驗，並以附件提供至少 3 項作品供葵青民政處及委員會參考。
- 攝影師及攝錄師須按葵青民政處指定時間到達集合點/活動場地準備。葵青民政處不會為攝影師及攝錄師提供交通及膳食津貼。
- 因應活動性質，攝影師及攝錄師或需離港工作，本處不會就離港拍攝工作提供額外津貼。
- 如攝影師及攝錄師需離港工作，請確保活動出發當日持有有效期至少 6 個月的有效旅遊證件，包括但不限於身份證、回鄉證及護照等。葵青民政處不會為攝影師及攝錄師旅遊證件續期費用提供額外津貼。
- 離港拍攝工作期間，葵青民政處、合辦或協辦團體會視乎情況個別提供交通、膳食及住宿安排，攝影師及攝錄師必須全程隨團，不能擅自離團。

(丁) 剪接師要求

- 剪接師須具備不少於 3 年剪接片段經驗，並以附件提供至少 3 項作品供葵青民政處及委員會參考。

(戊) 所需物品／服務項目(此表格可當作報價回條使用)

項目及規格	(a) 所需數量 (如適用)	(b) 單位成本 (必須填寫)	(c) =(a)x(b) 費用總額 (必須填寫)
(A) 專業活動攝影服務			
(1) 專業活動攝影服務(本地) <ul style="list-style-type: none"> ● 須安排1名符合(丙)項要求的專業攝影師，就指定活動拍攝<u>至少200張</u>標清以上制式的精選相片 ● 攝影師須於每次活動開始前1小時到達會場，了解活動詳情及拍攝要求 ● 攝影師須自備專業攝影器材，包括但不限於相機、腳架和燈光等，並須自行妥善保管財物，<u>如有遺失，葵青民政處概不負責</u> ● 須按葵青民政處要求，拍攝動態及靜態相片，動態相片主要捕捉嘉賓和參加者的互動，靜態相片主要紀錄環境、典禮儀式及台上、台下大合照等 ● 攝影師須於每次活動結束後18小時內，以Google link形式提交30張經過 	25小時 (待定)	\$___/小時	\$_____

<p>後製(包括但不限於調色和修圖)的活動精選相片</p> <ul style="list-style-type: none"> ● 攝影師須於活動結束後<u>2星期內</u>，以<u>USB形式</u>提交<u>所有</u>活動相片 ● 攝影服務以<u>小時</u>為單位，拍攝時數視乎活動性質，<u>每次活動不少於1小時</u> ● 一般青年活動內容為頒獎典禮、座談會、參觀活動、比賽、培訓課及體驗活動等 ● 所有相片擁有權歸葵青民政處所有 			
<p>(2) 專業活動攝影服務(內地)(備選項目)</p> <ul style="list-style-type: none"> ● 須安排<u>1名</u>符合(丙)項要求的專業攝影師，就指定內地交流活動每日拍攝<u>至少300張</u>標清以上制式的精選相片 ● 攝影師須按葵青民政處要求準時到達集合地點，了解活動詳情及拍攝要求 ● 攝影師須自備專業器材，包括但不限於相機、腳架和燈光等，並須自行妥善保管財物，<u>如有遺失，葵青民政處概不負責</u> ● 須按葵青民政處要求，拍攝動態與靜態相片，動態相片主要捕捉嘉賓和參加者的互動，靜態相片主要紀錄環境、典禮儀式及台上、台下大合照等 ● 攝影師須於活動結束返港後<u>36小時內</u>，以Google link形式提交<u>50張</u>經過後製(包括但不限於調色和修圖)的活動精選相片 ● 攝影師須於活動結束返港後<u>2星期內</u>，以<u>USB形式</u>提交<u>所有</u>活動相片 ● 攝影服務以<u>次數</u>為單位，拍攝日數視乎活動性質，一般為<u>1日至3日不等</u>。(工作時數<u>每天最多為12小時</u>，包括 	<p>3次 (待定)</p>	<p>\$ _____ /次 (3日2夜)</p>	<p>\$ _____</p>
		<p>\$ _____ /次 (2日1夜)</p>	<p>\$ _____</p>

<p>早餐、午餐、晚餐及交通時間)</p> <ul style="list-style-type: none"> ● 內地交流活動主要為開幕儀式、交流座談會、參觀活動及體驗活動等 ● 承辦商須自行為攝影師提供財物及意外保險 ● 承辦商須確保攝影師於活動出發當日持有有效期<u>至少6個月</u>的有效旅遊證件 ● 所有相片擁有權歸民政處所有 		\$ _____/次 (即日來回)	\$ _____
項目及規格	(a) 所需數量 (如適用)	(b) 單位成本 (必須填寫)	(c) =(a)x(b) 費用總額 (必須填寫)
(B) 專業活動錄影服務			
<p>(1) 專業活動錄影服務(本地)</p> <ul style="list-style-type: none"> ● 須安排<u>至少1名</u>符合(丙)項要求的專業攝錄師 ● 攝錄師須於活動開始<u>前1小時</u>到達會場，了解活動詳情及拍攝要求 ● 攝錄師須自備專業攝錄器材，包括但不限於相機、腳架、燈光、攝錄穩定器(Video stabilizer)等，並須自行妥善保管財物，<u>如有遺失，葵青民政處概不負責</u> ● 須按民政處要求，錄影活動花絮片段，並就現場致辭、分享、表演及觀眾反應等環節現場收音 ● 畫面解像度須達4K高清質素 ● 錄影服務以<u>小時</u>為單位，拍攝時數視乎活動性質，<u>每次活動不少於1小時</u> ● 一般青年活動內容為頒獎典禮、座談會、參觀活動、比賽、培訓課及體驗活動等 ● 攝錄師須保留所有活動當天所錄的影片片段<u>最少1個月</u> ● 所有影片擁有權歸民政處所有 	35小時 (待定)	\$ _____/小時	\$ _____

<p>(2) 專業活動錄影服務(內地) (備選項目)</p> <ul style="list-style-type: none"> ● 須安排<u>至少1名</u>符合(丙)項要求的專業攝錄師 ● 攝錄師須按葵青民政處要求準時到達集合地點，了解活動詳情及拍攝要求 ● 攝錄師須需要自備專業器材，包括但不限於相機、腳架、外置燈光、攝錄穩定器(Video stabilizer)等，並須自行妥善保管財物，<u>如有遺失，葵青民政處概不負責</u> ● 須按民政處要求，錄影活動花絮片段，並就現場致辭、分享、表演及觀眾反應等環節現場收音 ● 畫面解像度須達4K高清質素 ● 錄影服務以<u>次數</u>為單位，拍攝日數視乎活動性質，一般為<u>1日至3日</u>不等。(工作時數<u>每天最多為12小時</u>，當中包括早餐、午餐、晚餐及交通時間) ● 內地交流活動主要為開幕儀式、交流座談會、參觀活動及體驗活動等 ● 承辦商須自行為攝錄師提供財物及意外保險 ● 承辦商須確保攝錄師於活動出發當日持有有效期<u>至少6個月</u>的有效旅遊證件 ● 攝錄師須保留所有活動當天所錄的影片片段<u>最少1個月</u> ● 所有影片擁有權歸民政處所有 	<p>3次 (待定)</p>	<p>\$ _____ /次 (3日2夜)</p>	<p>\$ _____</p>
		<p>\$ _____ /次 (2日1夜)</p>	<p>\$ _____</p>
		<p>\$ _____ /次 (即日來回)</p>	<p>\$ _____</p>
<p>(C) 片段剪輯及製作服務</p>			
<ul style="list-style-type: none"> ● 完成攝錄後，剪接師須將個別活動所拍攝片段進行剪接及後期製作，包括但不限於調色、配樂、加入片頭、字幕、名牌、特效及動畫等 ● 葵青民政處將視乎活動性質及規模，或要求承辦商製作片頭動畫 ● 按葵青民政處要求，剪輯成1條<u>不少於3分鐘</u>的活動花絮片段 	<p>10條 片段 (待定)</p>	<p>\$ _____ /條</p>	<p>\$ _____</p>

<ul style="list-style-type: none"> ● 剪輯及製作服務以<u>每條片段</u>為單位 ● 剪接師須於活動結束後<u>1星期內</u>，以 Google link形式提交活動花絮片初剪 ● 剪接師須於活動結束後<u>2星期內</u>，按民政處要求修改初剪(修改次數不限)，並以Google link形式提交活動花絮片的最終版本 ● 剪接師須於提交活動花絮片最終版本後<u>一個月內</u>，以<u>USB形式</u>提交活動花絮片 			
項目(A)-(C)報價總金額(港元)：			

獲授權提供報價人士簽署 : _____

姓 名 : _____

職 位 : _____

公 司 名 稱 : _____

電 話 : _____

傳 真 : _____

電 郵 : _____

地 址 : _____

日 期 : _____

公 司 蓋 章 : _____

(己) 報價須知及注意事項

- 請使用(戊)部的報價表格作回覆，報價書須清楚列明個別及整體報價，倘若資料不全，本處將不會考慮有關報價項目。
- 若競投者獲得承辦權而不履行職責，主辦機構將保留追究權。

(庚) 遞交報價方法

如 貴公司有意承辦是次活動，懇請於2024年4月19日(星期五)中午12時或之前，將有關的報價文件的正本送達至葵涌興芳路166至174號葵興政府合署5樓葵青民政事務處聯絡常務組。逾期提交、以傳真方式遞交或不完整的報價文件，一概不予考慮。所有已遞交的文件將不獲退還，敬請留意。

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供
葵青區青年發展及公民教育委員會
活動攝影、攝錄及影片剪輯綜合製作服務的報價

報價須知

報價須符合下列項目及所訂之規格：

1. 選取承辦商準則

本處將根據各競投者的報價、所提供的物品／服務、過往的經驗等，選擇合適的承辦商，但不一定採納最低的報價。

2. 截止日期及時間

承辦商必須於2024年4月19日(星期五)中午12時正或之前由專人把標書送交到葵青民政事務處的投標箱(地址：新界葵涌興芳路166號至174號葵興政府合署5字樓葵青民政事務處聯絡常務組)，逾期提交、以傳真方式遞交或不完整的報價文件，一概不予考慮。所有已遞交的文件將不獲退還，敬請留意。

3. 付款

葵青民政事務處會在承辦商完成整項服務及接獲承辦商的發票後，在60個完整工作天內，支付全部費用。

4. 終止合約

若承辦商明顯未能恰當地履行本服務合約所訂明的責任或承辦商所提供的服務未能達至葵青民政事務處的要求，政府有權隨時終止合約，且不會對承辦商作出任何賠償。

5. 遞交報價

若截止投標當天(2024年4月19日)早上八時正(香港時間)，香港天文台發出黑色暴雨警告訊號或八號以上熱帶氣旋警告訊號，投標截止日期及時間將延遲至黑色暴雨警告訊號或八號以上熱帶氣旋警告訊號取消後的下一個工作天中午十二時正。

6. 查詢

投標者若須進一步了解本標書內容，可致電2494 4551與本處許永豪先生聯絡。

葵青民政事務處 葵青區青年發展及公民教育委員會
邀請提供
葵青區青年發展及公民教育委員會
活動攝影、攝錄及影片剪輯綜合製作服務的報價

特別合約條款

1. 合約期

本報價單等同一份已簽立的服務合約，生效日期由報價獲接納當日起計，至契約責任履行完畢為止。報價獲接納的日期，則以報價條款(附件補遺)第4段所載“承兌函”或“本地訂購服務單”的發出日期為準。

2. 刪除條款

就本合約而言，文件編號HAD-TERMS-2所載的以下條款，並不適用：

第1部分 報價條款 — 第2條報價項下第(b)(ii)、第(c)(ii)及第(d)(ii)款；第3條報價有效期項下第(a)、第(b)(ii)及第(c)(ii)款；第4條收費項下第(a)(ii)及第(c)(ii)款；第5條接納報價單項下第(a)及第(b)款，第(b)款載述關於填寫“符合規格附頁”的事宜；第9條保證金項下各款；以及

第2部分 一般合約條款 — 第4條測試及接受項下第(b)款。

(B) Payment Discount

(a) Bidders are requested to indicate below what discount rate they would allow on the quoted prices if payment is made in full within:

14 clear working days from the date of receipt of the invoice or from the date of acceptance of the Services, whichever is the later : _____ % discount

(b) A Bidder should insert the word 'Nil' in the space provided above if it does not offer any payment discount. No discount offer will be assumed if the space is left blank.

(c) A Bidder is requested to ensure that no more than two digits after the decimal places are quoted for the above discount.

(d) Should the date of receipt, certification and acknowledge of the invoice fall on a non-working day, the 14 working days' period for payment discount shall count from the working day immediately following such date, or the date of acceptance of Services, whichever is later.

(e) Any offer of payment discount **will not be taken into account** in the evaluation of the Quotation.

Signed by an authorised signatory for and on behalf of the Bidder:

Name and Post of authorised signatory:

Name of Bidder:

Tel No.: _____

Fax No.: _____

Date: _____

(C) Statement of Compliance

[Please refer to Clause 14 of Terms of Quotation (Supplement).]

* (i) I / We confirm that my / our offer does **comply fully** with the terms and conditions and Service Specifications stipulated in Quotation Document.

* (ii) I / We confirm that my / our offer **does not comply** with the terms and conditions and Service Specifications in the following aspects:

Note: * Please tick in the box where appropriate.

Signed by an authorised signatory for and on behalf of the Bidder:

Name and Post of authorised signatory:

Name of Bidder:

Tel No.:

Fax No.:

Date:

AnnexNON-COLLUSIVE QUOTATION CERTIFICATE

(To be completed and returned together with the Quotation submission)

To: the Government

Dear Sir/ Madam,

1. I/We, (name of the Bidder) _____ of
(address(es) of the Bidder(s)) _____

refer to the Government's invitation to quotation for the Contract ("Invitation to Quotation") and my/our Quotation in response to the Invitation to Quotation.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Quotation:
- (a) My/Our Quotation was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Quotation was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Bidder or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Quotation;
 - iv) an intention or decision to withdraw any Quotation;
 - v) the submission of any Quotation that does not conform with the requirements of the Invitation to Quotation;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Quotation relates; and
 - vii) the terms of my/our Quotation,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

NON-COLLUSIVE QUOTATION CERTIFICATE

(To be completed and returned together with the Quotation submission)

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Quotation, and such joint venture arrangement has already been notified to the Government in my/our Quotation;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Quotation;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Quotation Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Quotation, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 16(a) of the Terms of Quotation (Supplement), the Government may exercise any of the rights under Clauses 16(c) to (e) of the Terms of Quotation (Supplement) in addition to and without prejudice to any other rights or remedies available to it against me/us.

NON-COLLUSIVE QUOTATION CERTIFICATE

(To be completed and returned together with the Quotation submission)

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Quotation and my/our personal information.

Signed by the Bidder / Signed by an authorised signatory for and on behalf of the Bidder :

Name of the authorised signatory (where applicable) :

Title of the authorised signatory (where applicable) :

Date :

**To : QUOTATION OPENING COMMITTEE
 GENERAL LIAISON TEAM, KWAI TSING DISTRICT OFFICE
 5/F, KWAI HING GOVERNMENT OFFICES BUILDING,
 166-174 HING FONG ROAD,
 KWAI CHUNG, NEW TERRITORIES
 (Attn.: Mr Stanley HUI)**

QUOTATION LABEL

Quotation Reference No. : HAD K&T GL2/11/40/50/4/23 Pt.3 **Closing Date :** 19 April 2024, 12:00 n.n.

NOTES

1. This Quotation **MUST** be placed in the Quotation Box located at the 5/F., Kwai Hing Government Offices Building, 166-174 Hing Fong Road, Kwai Chung, New Territories **AT** or **BEFORE** 12:00 n.n.(Hong Kong time) on the closing date specified.
2. A Supplier is requested to return the Quotation in a **PLAIN ENVELOPE** which should bear no reference to the name of the Supplier and be properly sealed. The **QUOTATION LABEL** at the upper portion of this form must be affixed on the envelope.
3. If a Supplier is unable to make an offer, return of the Quotation Documents is **NOT REQUIRED**. However, HAD does appreciate it if the Supplier could complete the lower portion of this form and return it to the department by post in a **PLAIN ENVELOPE** with the **QUOTATION LABEL** affixed on the envelope before the closing date specified. This will enable HAD to understand the Supplier's reason for not submitting Quotation and HAD may take this into consideration in the next quotation exercise.
4. Each submission, irrespective of whether it is with or without an offer, must be put in an individual envelope. It is not acceptable to put more than one Quotation in the same envelope.
5. Quotation may be lodged from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m. from Monday to Friday, except public holidays.
6. Quotation will not be accepted if it is sent by post with inadequate postage.
7. Late Quotation will not be considered.
8. In case tropical cyclone warning signal no. 8 or above is hoisted or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any duration between 9:00 a.m. and 12:00 n.n. on the quotation closing date, the quotation closing date and time will be extended to 12:00 n.n. on the next working day (i.e. except Saturday and Sunday) other than public holidays.

To : Quotation Opening Committee

With reference to your Invitation to Quotation (Quotation Reference No. : HAD K&T GL2/11/40/50/4/23 Pt.3 ;
 Quotation Closing Date : 19 April 2024, 12:00 n.n.), I regret that I am unable to quote due to the following reasons :

(Please tick against the box where applicable)

<u>Reasons</u>	<u>Remarks (if any)</u>
<input type="checkbox"/> Requirement is out of our range of supply/service.	_____
<input type="checkbox"/> Specifications cannot be met.	_____
<input type="checkbox"/> Delivery schedule cannot be met.	_____
<input type="checkbox"/> Quotation closing date cannot be met.	_____
<input type="checkbox"/> Quantity required is too small.	_____
<input type="checkbox"/> Others (Please specify)	_____

Signature : _____
 Name in Block Letters : _____
 Name of Company : _____
 Date : _____