

## Invitation to Tender

The Pokfulam Farm Company Limited	<b>Tender No.:</b> <u>202301</u> <b>Date:</b> <u>1/06/2023</u>
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### Invitation to Tender

1. You are invited to tender for the supply and install a **2 decks pizza oven, specified with pizza control panel, pizza stone sole design for pizza, baking dim: 950w x 820d in mm, pull-out shelf and support shelf with caster wheel, power 3 x 400V + N, 15.8kW. Sveba Dahlen Pizza Deck Oven (model DC-2EP (2 decks)) or equivalent.** Please find the enclosed tender documents subject to and in accordance with the Terms of Tender, the General Conditions of Contract, the Special Condition of Contract (if any), Anti-collusion Clause and Ethical Commitment.
2. Expected Complete Date: before 10 August, 2023.
3. Delivery Location: Annex Building, The Pokfulam Farm, 141 Pok Fu Lam Road, Pok Fu Lam, Hong Kong.
4. Deadline for Tender Submission: 03:00 p.m. (Hong Kong Time) on 7 July, 2023.
5. For enquiry about the technical specification, please contact Ms Lam at Telephone No. 9584 1042 and email [hazyllam@pokfulamfarm.org.hk](mailto:hazyllam@pokfulamfarm.org.hk).
6. To be acceptable as a tender, the tender form must be properly completed in duplicate and enclosed in a sealed envelope marked "Tender for Oven" must be deposited into the Tender Box situated at Reception, The Pokfulam Farm, 141a Pok Fu Lam Road, Pok Fu Lam, Hong Kong before 03:00 p.m. (time) on 7 July, 2023. The Tender Box will be closed during lunch time between 12:30pm to 2:00pm.
7. The Pokfulam Farm Company Limited will not be held responsible for lost/delay of Tenders sent in by post.
8. In case Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force for any duration between 9:00 am and 3:00 pm on the tender closing date, the tender closing time will be extended to 3:00 pm on the first working day.
9. Late tenders will not be accepted.
10. The Pokfulam Farm Company Limited is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
11. If you are not interested in submitting this tender, please return the Tender Form with reason, duly completed, at your earliest convenience.

### Tender Form

Tender No.: 202301				
Schedule of Requirement				
Item	Description	Qty	Unit Rate	Amount
<b>2 decks pizza oven</b>	<b>Specified with pizza control panel, pizza stone sole design for pizza, baking dim: 950w x 820d in mm, pull-out shelf and support shelf with caster wheel, power 3 x 400V + N, 15.8kW. Sveba Dahlen Pizza Deck Oven (model DC-2EP (2 decks)) or equivalent.</b>	<b>1</b>	<b>HK\$</b>	<b>HK\$</b>
			Total	
Name of Company				
Address		Authorized Signature and Company Chop		
Contact Person		Telephone No.		
Email		Date		
No Offer/Not Interested	Remarks/Reasons:			

## **PROCUREMENT OF GOODS**

### **PART I TERMS OF TENDER**

#### **1. Invitation to Tender**

Tenders are invited for the supply of scheduled goods to be delivered subject to and in accordance with these Terms of Tender, the General Conditions set out in Part II and the Special Conditions (if any) set out in the invitation to tender.

#### **2. Tender**

- (a) The tender relates to the supply of all (or any part) of the Goods specified in the Schedule.
- (b) The invitation to tender shall not be altered by the Tenderer. Any modification considered necessary by the Tenderer should be the subject of a separate letter accompanying the tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Tenderer in ink.
- (c) Tenders are to be submitted in duplicate and are to be completed in ink or typescript.
- (d) Tenders may not be considered if complete information including but not limited to descriptive literature, catalogues and documentary evidence is not given with the tender or if any particulars and data asked for in the invitation to tender are not furnished in full.

#### **3. Tenders to Remain Open**

- (a) Tenders shall remain open for not less than 90 days after the Tender Closing Date. If Tenderers are unable to comply with this requirement, they must clearly state the period for which their tender is valid for acceptance. If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as an Agency's supplier.
- (b) **Tender Closing Date and Time**  
All tenders must be deposited in the tender box as specified in the tender before the Tender Closing Date and time (Hong Kong time). Late tenders will not be considered.
- (c) **Tender Closing Date and Time Extension**  
In case Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government is/are in force for any duration between 9:00 am and 3:00 pm on the tender closing date, the tender closing time will be extended to 3:00 pm on the first working day.

#### **4. Prices**

- (a) The prices to be quoted by the Tenderer, which must only be shown on the Schedule provided in the invitation to tender, are to be in Hong Kong dollars. Such prices shall be net prices allowing for all trade and cash discounts and shall include the cost of packing and delivery.
- (b) **Prices quoted**  
It will be assumed, unless Tenderers clearly stipulate otherwise, that their offers will remain valid for the duration of the Contract. Therefore, no request for price variation will be considered. If, however, a Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the Agency in writing.
- (c) **Accuracy of Tender Prices**  
Tenderers should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Agency accept any request for price adjustment on grounds that a mistake has been made in the tender prices.

**5. Acceptance**

- (a) The successful Tenderer will receive as an indication of acceptance an order or a letter of acceptance. The order or letter of acceptance shall constitute a binding contract. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.
- (b) **Statement of Compliance**  
Tenderers are requested to confirm that offers submitted comply with the required specification in every respect. If an offer does not conform to the tender specification, Tenderers should provide full details of their alternative offer, but the Agency reserves the right to accept or reject any such offer. Should no such or incomplete information be given, Tenderers' offers will be bound by the requirements specified in the Tender Schedule.

**6. Alternative Standards**

Alternative standards equivalent to the standards that are specified in the invitation to tender may be considered for the supply of the Goods. The Tenderer shall state clearly with which standard his offer will comply and a full comparison with the relevant standards specified in the invitation to tender shall be submitted together with the tender for consideration.

**7. Alternative Proposals and Negotiation**

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

**8. Counter-proposal**

Tenderers may offer counter-proposal(s) to the item(s) specified in the Tender Schedule, which are considered capable of performing the essential functions/features of the item(s), for consideration by the Agency. In offering counter-proposals, tenderers are requested to provide technical details / specifications of the item(s) and highlight those aspect(s) that deviate(s) from the tender specifications as far as practicable. Tenderers are also requested to note that the Agency has the discretionary power to accept or reject such counter-proposal(s).

**9. Additional Tender Information**

Suppliers are requested to note that those which did not respond to this tender invitation will not be further notified of any subsequent change(s) to the tender requirement(s) or provided with any further information arising out of or in connection with this tender exercise.

**10. Consideration of Offers**

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

**11. Saving**

The Agency is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time within the period mentioned in clause 3 hereof.

**12. Personal Data Provided**

- (a) Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the tender may not be considered.
- (b) Tenderer's personal data provided in the tender may be disclosed to other government departments and non-government organizations to which the Agency is required to provide such data by law.

**13. Contractors' Performance Monitoring**

Tenderers are advised that should they be awarded the contract their subsequent performance will be monitored and may be taken into account when their future tenders are evaluated. A tender will be rejected if by the tender closing date, the tenderer is under suspension from tendering for Agency tenders.

**14. Cancellation of Tender**

Without prejudice to the Agency's right to cancel the tender, where there are changes of requirement after tender closing date for operational or whatever reasons, the Agency is not bound to accept any conforming tender and reserves the right to cancel the tender.

## **PROCUREMENT OF GOODS**

### **PART II**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1. Total Quantities**

- (a) Except with the consent of the Agency no orders may be placed and no deliveries may be made for the supply of Goods in excess of the quantities specified against such goods in the Schedule.
- (b) Where the Agency requests the Contractor to supply quantities of Goods in excess of those specified in the Schedule, the quantities specified in the Schedule shall be deemed to be amended to the extent to such excess and the rates specified shall apply to the amended quantities of Goods.

##### **2. Assignment**

The Contractor shall not, without the written consent of the Agency, 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. Goods, Specifications and Proof Notes**

- (a) The Goods supplied under the Contract shall be of merchantable quality, fit for the purpose for which goods of that kind are commonly bought, and comply with the specification as described in the Schedule. If the Goods are not fit for the purpose or of merchantable quality or fail to comply with the specification and notwithstanding the provisions of clause 5, the Agency Representative may by notice in writing at any time and from time to time
  - (i) reject all or part of the Goods delivered hereunder, or
  - (ii) require the Contractor to repair or replace all or part of the Goods delivered hereunder, or
  - (iii) terminate the whole or any part of the Contract forthwith.
- (b) Any drawings and information reasonably required for the Contractor's guidance in the execution of the Contract shall be furnished to him free of charge. Drawings which are furnished shall be returned on completion of the Contract, if required.
- (c) The Contractor, if required, shall furnish the Agency Representative with a proof note or certificate showing that the Goods have been subjected to the normal tests for such goods or such tests as the Agency Representative may reasonably require.

##### **4. Delivery**

- (a) The Contractor shall, on receipt of a written order or a Letter of Acceptance signed by the Agency or any person duly authorized by him, supply and deliver the Goods in accordance with the delivery conditions specified in the Contract and to the destination named in such order, the quantities of Goods therein specified within the time or times specified in such order, or if no time is specified, then within 14 days from the date of such order and for this purpose, time shall be of the essence for such deliveries respectively specified in such order under the Contract. Each delivery shall be accompanied by a copy of the order, and the Contractor shall ensure that he obtains a receipt from the Agency, but such receipts shall not constitute an acknowledgement that the Goods therein mentioned are acceptable or satisfactory.
- (b) The Contractor shall at his own expense deliver the Goods to the destination specified in the order.

**5. Inspection and Acceptance**

All Goods delivered shall be subject to inspection and/or testing and shall be deemed to have been accepted when:

- (a) the Agency furnishes the Contractor with the acceptance note; or
- (b) a period of 30 days has expired from the date of receipt and Goods have not been rejected; whichever date is the earlier.

**6. Rejections**

- (a) If the Agency rejects any Goods in accordance with clause 3(a), the Contractor shall remove the same at his own expenses and within the period specified in the notice in writing by the Agency of the rejection. If the Contractor fails to remove the Goods within such period, the Agency may dispose of the Goods as he sees fit. No liability shall attach to the Agency in respect of such disposal.
- (b) If required by the Agency under clause 3(a)(ii), the Contractor shall within a reasonable period of time agreed by the Agency following the rejection replace the Goods rejected. In the case where replacement Goods have to be obtained from sources outside Hong Kong, the Contractor must advise the Agency of the delivery date of such replacement Goods and such date must be to the satisfaction of the Agency.
- (c) In the event that the Contractor offers for delivery any goods which have previously been rejected by the Agency, the Agency shall immediately thereupon be at liberty to terminate the Contract in the manner provided in Clause 8.

**7. Payment for Goods**

When Goods are delivered under the Contract, an invoice stating the order number, the particulars of Goods delivered and the quantity, rate and value of each item shall be sent by the Contractor to the place of delivery or as otherwise directed by the Agency. Unless otherwise agreed by the Agency, no payment for Goods delivered will be made until the same have been accepted within the meaning of Clause 5 of this Part. Once accepted, payment will be made within 30 clear working days.

**8. Default**

If the Contractor fails to deliver all or any of the Goods ordered within the time specified in the order or as otherwise provided in Clause 4 of this Part, or the Goods are rejected in accordance with clause 3(a), or the replacement Goods are not delivered within the period mentioned in Clause 6(b), the Agency 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 Agency for breach of Contract including but not limited to its right to procure any Goods then outstanding from any other source, and the Contractor shall be liable for any sums so incurred in excess of the Contract price.

**9. Recovery of Sums Due**

Whenever under the Contract any sum of money should be recoverable by Agency from or payable to Agency 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 Agency contracts.

## **10. Liability and Indemnities**

- (a) The Agency 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 Agency 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 Agency or any of its employees or agents.
- (b) The Contractor shall indemnify the Agency and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Agency 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 Agency 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) 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 working days give notice in writing of such injury or death to the Agency.

## **11. Bankruptcy**

The Agency may at any time by notice in writing terminate the Contract without entitling the Contractor to any 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 order for administration of his estate made against him, 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 entitle 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 Agency.

## **12. 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 for the time being in force or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Agency contracts, the Agency may, terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all losses and expenses necessarily incurred by the Agency as the result of such termination of the Contract.

## **13. Guarantee**

- (a) Without prejudice to the generality of clause 3(a) hereof, the Contractor will guarantee the quality of the Goods, and any part or portion thereof, for a period of 12 months from the date of acceptance thereof.
- (b) Notwithstanding Clause 5 of this Part, the Contractor shall make good as soon as possible, all defects in the Goods arising from defective design, materials, workmanship or any other cause discovered within the said period referred to in Sub-clause (a) above.
- (c) In the event of any defect in the Goods being discovered, the Agency shall inform the Contractor in writing of the nature of the defect, and if the Agency does not reject the Goods, the Contractor will repair the defective Goods to the satisfaction of the Agency, free of all costs to the Agency.



- (d) In the event that the Contractor is required to replace any defective Goods but he does not at the same time call for the return of the defective Goods, no responsibility for the defective Goods shall rest upon the Agency and the Agency may dispose of them after a reasonable time in whatever manner as it sees fit.
- (e) If any defects are not made good within a reasonable time, the Agency may, after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expense without prejudice to any other rights which the Agency may have against the Contractor.
- (f) The Contractor shall remain liable to the Agency under the terms of this clause whether or not the Goods, or any part thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any Goods not manufactured by him shall be under the same liability to the Contractor as the liability undertaken by the Contractor to the Agency pursuant to this Clause.

#### **14. Publicity**

The Contractor shall submit to the Agency Representative 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 Agency's name is mentioned or language used from which a connection with the Agency 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 Agency Representative.

#### **15. Intellectual Property Rights**

- (a) The Contractor hereby warrants that the Goods supplied under this Contract and the process for their manufacture do not infringe the Intellectual Property Rights of any third party.
- (b) The Contractor hereby undertakes to inform the Agency immediately if any claim for infringement or alleged infringement of Intellectual Property Rights is lodged against them during the currency of this Contract in respect of the Goods supplied under this Contract.
- (c) The Contractor shall indemnify the Agency and keep the Agency fully and effectively indemnified against all claims, actions, proceedings, liabilities, losses, damages, demands, charges, costs and expenses of whatsoever nature arising from or incurred by reason of infringement or alleged infringement of any Intellectual Property Rights in connection with the use or possession of the Goods or any part thereof by the Agency.
- (d) In the event of a claim being received by the Agency alleging or the Agency having grounds to believe that the Goods supplied hereunder are infringing copies or have otherwise infringed the Intellectual Property Rights of a third party, the Agency may, at its election, either
  - (i) forthwith terminate this Contract in respect of the Goods not yet received by the Agency; or
  - (ii) suspend the performance of this Contract until the claim in question is resolved to the satisfaction of the Agency provided that election to suspend performance under this Clause shall not preclude the Agency from terminating this Contract any time after such election.
- (e) The Agency shall not be liable to pay any cost or compensation to the Contractor by reason of any termination under Clause 15(d) above irrespective of whether the Goods are later found by a court of law to have infringed any person's Intellectual Property Rights or not.
- (f) The rights of the Agency under Clauses 15(d) and (e) shall be without prejudice to the provisions of Clauses 15(a) to (c) above.

**16. Government Regulations**

- (a) The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture.
- (b) The Contractor shall indemnify the Agency against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, the Agency reserves the right to claim full compensation in the event of the whole or any part of the Contract not being completed as a result of such failure to comply.

**17. 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.

**18. 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) Specification
- (c) General Conditions of Contract
- (d) Tender / Contract Schedules

## PROCUREMENT OF GOODS/SERVICES

### PART III

#### SPECIAL CONDITION OF CONTRACT

1. The Contractor agrees to comply with all applicable laws, rules and regulations (including those relating to national security) at each and every stage throughout the entire procurement process and the term of this Agreement, including pre-contract award stage and contract management stage after the contracts are awarded, and shall indemnify the Agency and its affiliates of all loss and damage that result (directly or indirectly) from the breach of this term.
2. Without prejudice to the terms of this agreement, the Contractor acknowledges and agrees that the Agency may immediately disqualify them as tenderer or terminate this Agreement if the Agency in its sole discretion considers one of the following events has occurred:
  - (a) the Contractor is about to engage, has engaged or is engaging in any act or activity that is likely to constitute or cause the occurrence of an offence endangering, compromising or prejudicial to the interest of national security or which would otherwise be contrary to the interest of national security;
  - (b) the continued engagement of the Contractor or the continued performance of the Agreement is contrary or prejudicial to the interest of national security; or
  - (c) the Agency in its sole discretion believes that any of the events mentioned above is about to occur.

## **Anti-collusion Clause**

1. The tenderer shall not communicate to any person other than The Pokfulam Farm Company Limited (hereafter referred to as the Agency) 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 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 supplier is notified by the Agency of the outcome of the tender exercise. Any breach of or non-compliance with this subclause by the supplier shall, without affecting the supplier's liability for such breach of rules and laws or non-compliance, invalidate his tender.
2. Sub-clause (1) above shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of quotation/tender submission.
3. The tenderer shall submit to the Agency a duly signed letter in the form set out in Annex 1 to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorized to sign the contract on the tenderer's behalf.

To: The Pokfulam Farm Company Limited  
[Annex 1]

Dear Sir/Madam,

**Tender No.: 202301**  
**Confirmation Letter for Compliance with**  
**Anti-Collusion Clauses in Tender**

[I/We]<sup>1</sup>, \_\_\_\_\_ *[name of the Tenderer]<sup>2</sup>* of  
\_\_\_\_\_  
[my/our]<sup>1</sup> tender reply for the above Tender. *[address of the Tenderer]<sup>2</sup>* refer to

[I/We]<sup>1</sup> confirm that before [I/we]<sup>1</sup> sign this confirmation letter, [I/we]<sup>1</sup> have been explained on and fully understood the anti-collusion clauses in the tender.

[I/We]<sup>1</sup> confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter [I/we]<sup>1</sup> had not communicated to any person other than The Pokfulam Farm Company Limited (hereinafter referred to as the “Agency”) the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not [I/we]<sup>1</sup> or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above Tender until the Tenderer is notified by the Agency of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter, [I/we]<sup>1</sup> will not communicate to any person other than the Agency 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 [I/we]<sup>1</sup> or that other person should tender, or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression “Excepted Communications” means [my/our]<sup>1</sup> communications in strict confidence with [my/our]<sup>1</sup> own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my/our]<sup>1</sup> consultants or sub-contractors to solicit their assistance in preparation of tender submission.

\_\_\_\_\_  
(Signed for and on behalf of the Tenderer)<sup>3</sup>

Name of the Tenderer: \_\_\_\_\_

Name of the Signatory: \_\_\_\_\_

Position of the Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

1. Delete as appropriate
2. Where the Tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
3. Where the Tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign the contract on behalf of that person or as the case may be company.

## **Ethical Commitment**

### **Prevention of Bribery**

- (A) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Caritas – Hong Kong (hereafter referred to as the Agency) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Agency. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Agency. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Agency, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Agency.
- (B) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Agency.

### **Declaration of Interest**

- (C) The Contractor shall require his directors and employees to declare in writing to the Contractor any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (D) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (E) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under aforesaid sub-clauses (C) and (D).

### **Handling of Confidential Information**

- (F) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Agency in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Agency against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Agency may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.

### **Declaration of Ethical Commitment**

- (G) The Contractor shall submit a signed declaration in a form (see Annex 2) prescribed or approved by the Agency to confirm compliance with the provisions in aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Agency shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the Contractor and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Agency a copy of the internal guidelines issued to their staff.

To: The Pokfulam Farm Company Limited  
[Annex 2]

Dear Sir/Madam,

**Tender No.: 202301**  
**Confirmation Letter for Compliance with**  
**The Ethical Commitment Requirements in Tender**

In accordance with the Ethical Commitment clauses in the Contract, we confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-consultants are aware of the following provisions:

- a) Prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Agency except with the permission of the Agency.
- b) Requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
- c) Prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and
- d) Taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Agency from being divulged to a third party other than those allowed in this Contract.

\_\_\_\_\_  
(Signed for and on behalf of the Tenderer)

*Name of the Tenderer:* \_\_\_\_\_  
*Name of the Signatory:* \_\_\_\_\_  
*Position of the Signatory:* \_\_\_\_\_  
*Date:* \_\_\_\_\_

Caritas – Hong Kong

**PART IV**  
**OFFER TO BE BOUND**

1. Having read the Terms of Tender, the General Conditions of Contract and (if any) the Special Conditions of Contract set out above, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to execute orders for any or all of the Services specified in the Schedule, which may during the period or periods specified in the Schedule hereto by placed by Agency at the prices quoted by me/us in the said Schedule free of all other charges, subject to and in accordance with the Terms of Tender, the General Conditions of Contract, the Special Conditions of Contract (if any), Anti-Collusion Clause and Ethical Commitment.
3. I/We also certify that the particulars given by me/us below, are correct:
  - (a) Business Registration Certificate No. \_\_\_\_\_  
expiring on \_\_\_\_\_
  - (b) Employee's Compensation Insurance Policy No. \_\_\_\_\_  
expiring on \_\_\_\_\_
4. I am/We are duly authorised to bind the Company hereinafter mentioned by my/our signature(s). OR  
I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein for time being.
5. The name of the Company/Firm is \_\_\_\_\_
6. The registered office of the Company is situated at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ OR  
The name and residential addresses of the partners of the firm are as follows: -  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Name(s) and address(es) of person(s) signing:  
\_\_\_\_\_  
\_\_\_\_\_
8. Signature(s):  
\_\_\_\_\_
9. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Note: (1) All the particulars required above must be provided.  
(2) Strike out clearly alternatives which are not applicable.