

## Terms and Instructions of Submitting a Quotation

### Terms

1. The Request for Quotation – Schedule & Offer (“Schedule & Offer”) issued with the quotation should not be altered by supplier. Any modification of the Schedule & Offer considered necessary by supplier should be the subject of an alternative offer. Offer may not be considered if complete information is not given by the supplier or if any particulars and data asked for in the Schedule & Offer are not furnished in full. Equivalent Offers will be considered.
2. The prices or charges quoted by supplier is to be shown in Hong Kong dollar or in your specified currency, including delivery, installation, commissioning, testing, if applicable and shall be net of all trade and cash discount.
3. Quotation shall, unless otherwise indicated, remain valid for 120 days after quotation closing date.
4. In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration between 9:00am and 5:00pm on the closing date, the closing date will be postponed to the following working day (Saturday excluded) immediately after the signal or warning is lowered.
5. The University is not bound to accept the lowest quotation and reserves the right to accept all or any part of any quotation at any time within the period mentioned at (1) above. If a quotation is submitted on the basis of overall acceptance of all items offered, it must be clearly stated in the quotation.
6. The assessment criteria for all quotations submitted shall include technical compliance, quality, price, delivery requirement, compatibility, durability, capability for future expansion, reference from current users, after-sale support, sustainability performance, safety and environmental elements, etc.
7. Supplier should declare in writing if any staff member of the University has any financial or other interest in the supplier’s company directly or indirectly through members of his/her family.
8. Supplier shall treat as confidential all information and data supplied by the University for its performance of the contract. Supplier may release such confidential information to its employees who are engaged in the performance of the contract. Supplier shall not at any time divulge, disclose or otherwise furnish to any third party any information in relation to the University’s affairs or business which comes to the knowledge of the supplier during the course of its provision of the goods / services.
9. Supplier are deemed to have given their consent to the University to release their names, addresses and prices if they are awarded with the order/contract. Assessment of a vendor’s performance in quotations successfully bided will be shared by all other University Grants Committee-funded institutions.
10. The University is committed to protecting the environment. The University requests you as the contractors or suppliers to minimize the impact of your activities on the environment and to comply with all applicable legal requirements on environmental protection.
11. The University is a non-smoking campus. Any person found smoking on campus (including all indoor and outdoor areas) is liable to a fine under the Smoking (Public Health) Ordinance, Laws of Hong Kong.

12. The Supplier shall not, and shall procure that his employees, agents and subcontractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in connection with the tendering and execution of this contract. Failure to so procure or any act of offering, soliciting or accepting advantage committed by the tenderer or by an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated. The tenderer shall be liable for any losses or damages which the University of Hong Kong may thereby sustain.
  
13. Supplier should not communicate to any person other than the University the amount of any quotation, adjust the amount of any quotation by arrangement with any other person, make any arrangement with any other person about whether or not he/she or that other person should or should not quote or otherwise collude with any other person in any manner whatsoever in the RFQ process until the supplier is notified by the University of the outcome of the quotation exercise. Any breach of or non-compliance with this clause by supplier shall, without affecting supplier's liability for such breach of rules and laws or non-compliance, invalidate his/her quotation. This clause shall have no application to supplier's communications in strict confidence with his/her own insurers or brokers to obtain an insurance quotation for computation of quotation price and communications in strict confidence with his/her consultants/sub-contractors to solicit their assistance in preparation of quotation submission.

#### **Instruction**

1. Supplier is required to check the number of pages of the documents provided. If supplier finds any missing page, incomplete or indistinct, he/she should contact the University as soon as possible. All RFQ documents should be treated as private and confidential.
2. Should any supplier for any reason whatsoever be in any doubt as to the precise meaning of any item or figure contained in RFQ documents, he/she should inform the University Procurement Unit to establish correct meaning before submission of offers.
3. In the event of supplier discovering a genuine error in his/her quotation after it has been submitted, he/she should inform the University's Procurement Unit in writing. Provided that the amendment has been notified on or before quotation closing date, it may be accepted.
4. Figures should not be altered or erased, any alteration should be effected by striking through incorrect figures and inserting correct figures in ink above original figures. All such amendments should be initialed by supplier in ink with company chop/stamp.
5. Supplier who does not intend to make offer to the invitation should send a nil return to the University. Failure to do so may lead to deletion from the supplier list maintained by the University.