

General Terms and Conditions for Invitation to Quotation

Unless otherwise specified, the following Terms and Conditions are applicable to all quotations (not being a tender submission) submitted to Sino Group relating to provision of goods and/or services to company) ("Purchaser") within Sino Group.

1. Quotations to Remain Open

Quotations shall remain open for not less than 90 days after the Quotation Submission Deadline. If Suppliers/Contractors are unable to comply with this requirement, they must clearly state the period for which their quotation is valid for acceptance. If their offer is withdrawn before the expiry of the agreed validity period, they are advised that due notice will be taken of their action and this may well prejudice their future standing as an approved supplier or contractor.

2. Quotation Submission Deadline

- (a) All Quotations must be submitted by Supplier/Contractor and received by Sino Group before the Quotation Submission Deadline.
- (b) In case a "Black Rainstorm Signal" and "Tropical Cyclone Warning Signal No. 8 or above" is valid for any duration between 9:00 a.m. (Hong Kong time; same thereafter) and 12:00 noon on the day when the Quotation Submission Deadline falls due, the Quotation Submission Deadline will be extended to 12:00 noon on the next working day (i.e. except Saturday, Sunday and Public Holiday).
- (c) Transmission of quotations to the eQuotation System should be completed before the Quotation Submission Deadline. Quotation transmissions not completed before the Quotation Submission Deadline will be treated as late. Late quotations will not be considered.

3. Quotation Format

- (a) Quotations are to be submitted in the formats as required in the Invitation to Quotation and/or by the eQuotation System. Quotations not so submitted will not be considered.
- (b) If Quotations submitted to the eQuotation System are found contaminated with virus, they will be invalidated. Supplier/Contractor with these offers being invalidated shall be notified of such and Sino Group shall not be liable to any loss arising out of such invalidation.
- (c) Information submitted through the eQuotation System should not exceed the size limitation as specified in the eQuotation System. Otherwise, Supplier/Contractor should notify the Officer-in-charge of the Invitation to Quotation of Sino Group in writing before the Quotation Submission Deadline for special arrangement. Sino Group shall not be responsible for any lost information sent in by post.

4. Prices

- (a) The prices to be quoted by the Supplier/Contractor 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 containers, packing, packing materials and delivery.

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- (b) Offers from successful Supplier/Contractor will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, any Supplier/Contractor 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 expressly accepted by the Purchaser in writing. "Contract" means a contract between the successful Supplier/Contractor and the Purchaser for the supply and purchase of the goods and/or services at the Quotation submitted and incorporate with special terms and conditions for the particular invitation (if any) and, so far as applicable, these general terms and conditions and as evidenced by a Work Order or Purchase Order issued by the Purchaser.

5. Alternative Proposals and Negotiation

- (a) Alternative proposals which improve the value of the offer may be submitted. The Purchaser reserve the right to negotiate with any Supplier/Contractor about the terms of the offer.
- (b) Subject to internal policy, **no price negotiation shall be conducted at any time for this quotation.** Supplier/Contractor should insert in the quotation your BEST and FINAL OFFER of the quotation sum for the execution of the works in conformity with the specification documents.

6. Acceptance of Quotation

- (a) Upon the acceptance, the may or may not issue a Letter of Award to the successful Supplier/Contractor.
- (b) Irrespective of whether a Letter of Award is issued, the Purchaser may at their own timing and decision enter into Contracts with the successful Supplier/Contractor either by way of issuing a Purchase Order or Work Order to the successful Supplier/Contractor based on the quotations submitted by the successful Supplier/Contractor. Each Purchase Order or Work Order so issued will constitute a separate Contract between the issuing Purchaser and the successful Supplier/Contractor.

7. Consideration of Offers

The Purchaser is not bound to consider an offer in the event of a claim being received by the Purchaser alleging or the Purchaser having grounds to believe that the Goods/Services to be supplied by the Supplier/Contractor under the Invitation to Quotation are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product or service of a third party.

8. Saving

The Purchaser is not bound to accept any quotation and reserves the right to accept or reject all or any part of any quotation at any time within the period mentioned in clause 1 above.

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9. Consent to Disclosure

The Purchaser shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded contract, without any further reference to the successful Supplier/Contractor, the name and address of the successful Supplier/Contractor, product/work description, brand name, model number and country of origin.

10. Cancellation of Invitation to Quotation

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

11. Amendment

The Purchaser reserves the right to change these Terms and Conditions at any time without prior notice to Suppliers/Contractors, and Suppliers/Contractors agree to be bound by all changes. Suppliers/Contractors can access the update version of these Terms and Conditions on Sino Group's website.

12. Compensation

- (a) In the event that all or any of the Goods are not duly delivered, the Purchaser shall have the right to purchase the undelivered Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong from any other sources and claim against the successful Supplier/Contractor for all costs and expenses incurred by the Purchaser in excess of the agreed purchase price and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.
- (b) If the Goods or any part thereof do not meet the agreed specifications, the Purchaser shall have the right to (i) demand the successful Supplier/Contractor to replace such Goods at the successful Supplier/Contractor's sole costs and expenses; and/or (ii) procure from other sources for the supply of the Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong and claim against the successful Supplier/Contractor for all costs and expenses incurred by the Purchaser in excess of the agreed purchase price and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.

13. Recovery of Sums Due

Whenever under any Contract any sum shall be recoverable by the Purchaser from or shall be payable to the Purchaser by the successful Supplier/Contractor, such sum may be deducted by the Purchaser from any sum then due or may become due to the successful Supplier/Contractor under or in relation to the Contract.

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14. Termination

- (a) The Purchaser shall have the right to forthwith terminate any Contract with the successful Supplier/Contractor by serving written notice if the successful Supplier/Contractor commits any breach of the terms of such Contract.
- (b) Without prejudice to any other provision of any Contract and in addition to the rights to terminate under Clause 14 (a) above, the Purchaser may at any time give not less than 30 days' prior written notice (the "Termination Notice") to the successful Supplier/Contractor, without giving any reason, to terminate all or any Contract or any part thereof as specified in the Termination Notice (the "Terminated Contract") without compensation to the successful Supplier/Contractor. The Terminated Contract shall be terminated immediately after the date as set out in the Termination Notice (the "Termination Date") without prejudice to any rights or obligations of either party in respect of any Goods and/or Services which have been delivered and accepted by the Purchaser or before the Termination Date. The Purchaser shall not, in any event, be liable to the successful Supplier/Contractor for any costs, expenses, loss or damages incurred or suffered by the successful Supplier/Contractor as a result of such termination or in connection therewith.

15. Employee's Compensation Insurance

- 15.1 The Contractor shall maintain at her own cost such insurance policies as necessary to cover all liabilities in respect of all employees, agents, servants, workmen and other persons who may be engaged for the execution and performance of this Contract, and in compliance with the Employees' Compensation Ordinance.
- 15.2 The insurance policy should include the W338 Clause "Indemnity to Principal Clause" to indemnify the Purchaser(s) against all liabilities in respect of bodily injury loss or damage caused or resulting from the delivery and execution of the Services.

16. Third Party Insurance

- 16.1 From the commencement and throughout the duration of the Contract, the Contractor shall indemnify the Purchaser(s) and the Owner(s) against all liabilities from any third party claims resulting from or in connection with accidents. The Contractor shall effect a Third Party Insurance Policy, in which the following shall include:-
 - (a) The Purchaser(s), Sino Estates Management Limited and/or affiliated companies or associated companies and/or related companies of Sino Estates Management Limited <**Adding "Urban Renewal Authority" in URA's malls / client's name e.g. IO subject to the client's request*> for whom the Insured undertake works is the principal of the insured.
 - (b) With indemnity of not less than <**HK\$ 10 million for general works / HK\$ 30 million for high risk works e.g. works at height with gondola / scaffolding / hydraulic platform*> on any one accident but without limitation on the numbers of claim and the total amount of coverage.
 - (c) Indemnity to Principal Clause.
 - (d) Cross Liability Clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.

17. Indemnity

- 17.1 The successful Supplier/Contractor shall at all times keep any Purchaser indemnified against all actions, claims, suits, costs, damage, loss, liabilities, demands and expenses which may be incurred, sustained or arise out of or in connection with the provision of the Goods/ Services by the successful Supplier/Contractor and any non-performance or non-observance of any of the successful Supplier/Contractor's obligations under any of the Contracts to be performed by the successful Supplier/Contractor.
- 17.2 The successful Supplier/Contractor shall pay or reimburse the Purchaser on demand all costs, charges and expenses incurred and all payments made by the Purchaser (including legal costs and disbursements on a full indemnity basis) in the lawful exercise of any rights conferred upon it under any Contract.
- 17.3 Notwithstanding anything to the contrary
- (a) The Purchaser hereby specifies to the Contractor and the Contractor hereby accepts and acknowledges, that the Purchaser has no intention, express, implied or otherwise, to provide and shall not provide the Contractor and any third party any indemnity, in whatever form, term or nature or for any amount, for the subject transaction and/or matter or any matter incidental to or arising out of the subject transaction and/or matter at any time.
 - (b) Provision with respect to indemnity to be provided by the Contractor under the relevant tender pursuant to which the Contractor supplies goods /services to the Purchaser shall prevail.

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18. Governing Law

Any Contract shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties thereof shall agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in relation to any matters arising thereof.

19. Non-exclusive Agreement

The successful Supplier/Contractor hereby agrees that its right to supply and deliver the Goods and/or the Services to the Purchaser shall be non-exclusive. Notwithstanding the conclusion of any Contract, the Purchaser shall be entitled to call for any quotations from any other suppliers or contractors and/or to purchase or obtain from any other suppliers or contractors any Goods and/or Services.

20. Severability

If any term or provision in the Quotation Documents shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Quotation Documents and the enforceability of the remainder of the Quotation Documents shall not be affected.

21. Disclaimer

- (a) You may only use this Site to submit quotations for goods and services to SPS if invitation for quotations has been extended and shall not use this Site for any other purposes. You may not attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to any server, through hacking, password mining or any other means.
- (b) Electronic transmissions, including the internet, are public media, and any use of such media is public and not private. You agree that you use the site at your own risk. We do not warrant or guarantee that the site or items on the site or materials available for downloading from the site will be continuously available, uninterrupted or error-free, that defects will be corrected, or that the site, the items on the site or materials available for downloading are free from infection, viruses or other harmful components or are accurate or complete. You are responsible for taking your own precautions and security checks to satisfy your particular requirements for the accuracy of data input and output.
- (c) We accept no liability for any loss or damage of any nature whatsoever and howsoever arising out of or in connection with the viewing, use or performance of the site or the items on the site whether due to inaccuracy, error, omission or any other cause and whether on our part or our servants, agents or any other person or entity. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site.
- (d) We are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters. We are not responsible or liable in any way for injury, loss or damage in whatsoever form resulting from use of the Site.

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22. Warranty Against Collusion

22.1 By submitting a Quotation, Supplier/Contractor shall be regarded to have represented and warranted to the Purchaser that in relation to the invitation to quotation:

- (e) save with the prior written consent of the Purchaser, it has not communicated and will not communicate to any person, corporation, organization or other entity ("Person") other than the Purchaser the amount of any price submitted in its Quotation;
- (f) it has not fixed and will not fix the amount of any price submitted in its Quotation by arrangement with any Person;
- (g) it has not made and will not make any arrangement with any Person as to whether it or that other Person will or will not submit a quotation; and
- (h) it has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the quotation process.

22.2 In the event that a Supplier/Contractor is in breach of any of the representations and/or warranties in Clause 22.1 above, the Purchaser shall be entitled to, without compensation to any Person or liability on the part of Sino Group or any Purchaser:

- (a) reject the Supplier/Contractor's Quotation;
- (b) if the Purchaser has accepted the Quotation, withdraw its acceptance of the Quotation; and
- (c) if the Purchaser or any of them has entered into the Contract with the Supplier/Contractor, terminate all or any Contract.

22.3 By submitting a Quotation, a Supplier/Contractor is regarded to have undertaken to indemnify and keep indemnified Sino Group and the Purchaser jointly and severally against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 22.1 above.

22.4 A breach by a Supplier/Contractor of any of the representations and/or warranties in Clause 22.1 may prejudice its future standing as a contractor or service provider to Sino Group and/or the Purchaser.

22.5 Clause 22.1 shall have no application to Supplier/Contractor's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Quotation, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Quotation.

22.6 The rights of Sino Group and the Purchaser under Clauses 22.2 to 22.4 above are in addition to and without prejudice to any other rights or remedies available to them or any of them against the Supplier/Contractor.

23. Relationship

23.1 For the avoidance of doubt, the relationship of the Contractor to any Purchaser (if any) under any Contract contemplated herein is solely that of independent contractor and nothing in any Contract shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way. Nothing herein or in any Contract shall be construed to create the relationship of employer and employee, partners, principal and agent, or joint-venture partners between any Purchaser and the Contractor.

24. Rights of Third Parties

24.1 Nothing in this Contract is intended to or shall confer upon any other party any right, benefit or remedy of any nature whatsoever under or by reason of the Contract and the application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

報價邀請書之條款及條件

除非特別註明，否則下文之條款及條件適用於所有應信和集團（「本集團」）就有關向本集團公司（「買方」）提供貨品及／或服務報價邀請書所提交的報價單（投標書除外）。

一. 報價單有效期

報價單在截止限期後90天內有效。如供應商／承辦商未能符合這項規定，則須清楚列明報價單的有效期。供應商／承辦商在議定的有效期前撤回報價，茲特告知，本集團會正視這事，他們日後成為本集團供應商／承辦商的機會或評估亦可能會受到影響。

二. 報價單截止限期

(甲) 所有報價單均需於截止限期前由供應商／承辦商提交並送達本集團。

(乙) 假如在截止日期當日的上午九時（香港時間；下文同）至正午十二時期間，黑色暴雨警告或八號風球或更高風球仍然生效，該項報價邀請書的截止日期及時間，將順延至下一個工作日正午十二時（星期六、星期日及公眾假期除外）。

(丙) 若經電子報價系統（「該系統」）傳送，報價單應在報價截止限期前傳送到該系統。在截止限期前仍未完成傳送的報價單，一律視為逾期遞交。逾期遞交的報價單將不獲受理。

三. 報價單格式

(甲) 報價單必須按報價邀請書及／或該系統所指定的格式投遞，不符合指定格式的報價單將不獲受理。

(乙) 被發現受病毒感染的報價單會變成無效，投遞這些失效報價單到該系統的公司會收到有關通知。由此失效報價單所引起的損失與本集團無關。

(丙) 經該系統遞交的資料不應超出該系統指明的大小規模限制，否則，應邀供應商／承辦商必須在報價截止限期前，以書面通知該報價邀請書的本集團負責人，作出特別安排。本集團不負責因郵遞失誤而遺失的資料。

四. 價格

(甲) 供應商／承辦商必須以港元報價。報價單之價格應已扣除所有同業折扣及現金折扣，但應包括裝箱、包裝、包裝物料和送貨費用。

(乙) 所報價格在合約期內將生效。因此，價格變動的要求將不會被考慮。雖然供應商／承辦商可以呈交有條件的報價，夾附價格變動條款，但供應商／承辦商得知道，這樣做可能對批授合約有所影響。在上述任何情況，供應商／承辦商須清楚注明價格變動程式的基準，並獲得買方書面明示接納。“合約”即為一份按提交的報價載有個別邀請書的特別條款及條件（如有的話）及（若適用）本文的條款及條件；並由有關的供應商／承辦商發出的購貨訂單或工程訂單表明提供及獲取貨品及／或服務的由成功的供應商／承辦商與有關的買方訂定的合約。

報價邀請書之條款及條件

五. 其他報價建議和商議

- (甲) 供應商／承辦商可以呈交其他建議，以加強其報價單的競爭力。買方有權與供應商／承辦商商議有關報價的條款。
- (乙) 根據內部政策，**是次招標將不會進行價格商議**。貴公司應在符合招標文件的要求下，在招標表格上列明最佳及最終標價，以履行有關項目。採納標書與否，買方擁有最終決定權。買方不受約束於採納最低或任何標書。倘供應商／承辦商未能提交有效報價，或未能提交此招標邀請列明之資料，該供應商／承辦商將會被取消資格。

六. 採納報價

- (甲) 在報價單成功獲採納後，買方或會發出判授函給予成功的供應商／承辦商。
- (乙) 無論有否發出判授函，買方可按他認為合適的時間及決定，並根據獲採納報價單的報價，以購貨訂單及／或工程訂單與成功的供應商／承辦商達成合約。各份購貨訂單及／或工程訂單均分別為一份由買方與成功的供應商／承辦商達成的合約。

七. 考慮報價單

如買方接獲申索指稱，或買方有理由相信，有關供應商／承辦商所供應的貨品／服務侵犯版權或侵犯第三者貨品或產品或服務的知識產權，買方不受約束於需考慮該份報價單。

八. 保留條款

買方無須接受任何一份報價單，並有權在本文第一條提及的限期內，接受或拒絕任何一份報價單的全部或部分內容。

九. 同意披露資料

買方有權在認為適當時，或在任何第三者提出要求（書面或其他方式）時，無須事先徵求成功供應商／承辦商的同意而披露關於已批出合約的資料、簽約公司名稱及地址、產品／工程說明、牌子名稱、型號和原產地。

十. 取消報價邀請書

在不損害買方取消或收回報價邀請書的權利的原則下，若因運作或任何原因有需要在報價截止限期後更改要求，買方無須接受任何符合規格的報價單，並保留取消有關報價邀請書的權利。

十一. 修訂

買方保留權利隨時對本文的條款及條件作出修訂，而無需事先通知供應商／承辦商；供應商／承辦商同意受其約束。可於本集團網頁內閱覽最新版本的條款及條件。

十二. 索償

- (甲) 在全部或部份貨品未能如期送達的情況下，買方有權向其他供應者另購未送達的貨品，或如香港沒有相關貨品供應的情況下，另行購買質量及數量接近而在香港有供應的貨品；並向成功的供應商／承辦商索償因此而引致議定購買價格以外的所有費用及支出，以及其他所有相關費用、支出、損失或損害。

報價邀請書之條款及條件

- (乙) 如貨品或貨品任何一部份不符合議定的規格，買方有權 (i) 要求成功的供應商／承辦商更換相關貨品並由成功供應商／承辦商獨自承擔因更換相關貨品而引致的費用及支出及／或 (ii) 向其他來源採購相關貨品，或如香港沒有相關貨品供應的情況下，另行購買質量及數量接近而在香港有供應的貨品，並向成功的供應商／承辦商索償因此而引致議定購買價格以外的所有費用及支出，以及其他所有相關費用、支出、損失或損害。

十三. 追討到期款項

凡成功的供應商／承辦商根據合約欠付予買方或須付予買方的款項，買方可以從合約已經到期或將會到期須支付予成功的供應商／承辦商的款項中，悉數將有關款額扣除。

十四. 終止合約

- (甲) 當成功的供應商／承辦商違反合約之任何條款，買方有權以書面通知成功的供應商／承辦商立時終止任何合約。
- (乙) 在不影響任何合約的任何其他條文，以及在附加於上述第十四節 (甲) 項條款列明的終止合約權利下，買方可隨時以不少於30天的書面通知 (「終止合約通知」) 給予成功的供應商／承辦商，無需提供任何理由以終止在「終止合約通知」指定的所有或任何合約或該等合約的任何一部份 (「已終止合約」)，而無需對成功的供應商／承辦商提供任何賠償。已終止合約應在終止合約通知上列明之日期 (「終止日期」) 後即時終止，而不影響於終止日期當日或之前已送達及買方已接受的任何貨品及／或服務涉及雙方的任何權利或義務。在任何情況下，買方不會負責成功的供應商／承辦商因是次終止合約所引致或承受的任何相關費用、支出、損失或損害。

十五. 僱員賠償保險

- (甲) 承辦商必須自費維持相關有效的保險單，以涵蓋有關所有可能參與執行及履行此合約的僱員、代理人、受僱人、工人及其他人士的所有責任，並必須符合《僱員補償條例》。
- (乙) 此保險單應包含 W338 條款“《彌償委託人條款》”，以彌償買方因相關服務之交付和執行而導致或造成的人身傷害或財物損失的一切責任。

十六. 第三者責任保險

- (甲) 由合約開始至合約存續期間，承辦商必須對買方及業主因任何第三方就事故提出索賠的所有責任向買方及業主作出彌償。承辦商須持有有效之第三者責任保險，其中應包括以下內容：
- (a) 買方，信和物業管理有限公司及其他承辦商受其委託承造工程的信和物業管理有限公司的聯屬公司、聯營公司及相關公司，<在市建局的項目需加入「市區重建局」名稱/按客戶如法團之要求加上其名稱>作為主要受保人；
- (b) 每次事故之賠償額不低於<一般工程為一千萬港元/高風險工程如使用吊船、棚架、油壓升降台之高空工作為三千萬港元>，而對申索之次數及賠償總額不可有限制；
- (c) 彌償委託人條款；
- (d) 交叉責任條款，承保人同意放棄針對受保方任何一方之代位索償或訴訟權利。

十七. 彌償責任

- (甲) 如因成功的供應商／承辦商提供的貨物／服務不遵守或不履行任何合約的義務，引起或導致買方遭到或蒙受任何法律行動、申索、起訴、支出、損害、損失、負債、要求及費用，成功的供應商／承辦商於任何時間均須向買方負上彌償責任。
- (乙) 按買方要求，成功的供應商／承辦商需向買方支付或償還買方於合法行使任何合約上授予的權利的一切費用及支出（包括按完全彌償基準計算的律師費用及支出）。
- (丙) 即使有任何相反規定
- 買方在此向承辦商明確指定及承辦商茲接受並確認，買方就有關交易及／或事宜或任何有關交易附帶或引致之事宜及／或任何時間之事宜，並沒有任何明示、默示或以其他方式之意圖及不須向承辦商和任何第三方提供無論以何種形式、條款或性質或任何金額之任何彌償。
 - 有關供應商／承辦商就提供商品／服務而向買方提供彌償之條款，概以相關的報價規定為準。

報價邀請書之條款及條件

十八. 規範法律

所有合約將受香港法律規範，並按照香港法律解釋。合約雙方同意，由有關合約引起的任何事情，均受香港法院的司法管轄權非專屬的管轄。

十九. 非專屬協議

成功的供應商／承辦商在此同意其提供及送達予買方的貨品及／或服務權利為非專屬的。縱使在締結任何合約之後，買方有權邀請任何其他公司報價及／或從任何其他公司購買或取得任何貨品及／或服務。

二十. 可分割性

如報價文件任何條款或條文的全部或部份內容在任何程度上根據任何法例或條例，被定為不合法或不能執行，該條款或條文或相關部份在該程度上將不被視為組成報價文件的部份，而報價文件餘下部份的執行性將不受影響。

二十一. 免責聲明

- (甲) 閣下只可利用本網站遞交應邀報價的貨品及／或服務報價單，而不應利用本網站作任何其他用途。閣下不可經由非法侵入、破譯密碼或任何其他方法嘗試未經許可進入本網站、其他用戶、電腦系統或連接任何伺服器的網絡。
- (乙) 電子傳送，包括互聯網，為大眾媒介，任何使用該媒介屬公眾而非私人性質。閣下同意自行承擔使用本網站的風險。本集團並不保證本網站或在本網站內提供的項目會持續地有效、不間斷或沒有錯誤，缺點可予糾正，或本網站、提供的項目或伺服器使本網站或提供的項目不含病毒或其他有害成分或是準確或完整的。閣下負責進行足夠的預防措施及病毒檢查以符合閣下對數據輸入及輸出之準確性的特別要求。
- (丙) 本集團不接受由觀看、使用或實行本網站或提供的項目而引起或與之有關的任何損失或任何性質的損害責任，不論是由於我方或本集團的受僱人、代理人或任何其他人士或實體的不準確、錯誤、疏忽或任何其他原因。閣下負責保證閣下的電腦系統符合使用本網站所需要的所有相關技術規格，並與本網站相容。
- (丁) 本集團不負責電話、電力、電子、網絡、互聯網、電腦、硬件或軟件程式的故障、失敗、延誤或困難、或延遲、遺失、偷竊、難以閱讀、不完整、竄改、錯寄、毀壞或郵資到期郵件、電郵、表格郵件、連接、信息或記錄、或任何及所有該等事項的安全。本集團不負責或不接受由使用本網站而引起之任何損失或任何性質的損害責任。

報價邀請書之條款及條件

二十二. 防止串通行為的保證

- (甲) 供應商／承辦商提交報價單時，會被視作就有關報價邀請書而言，已向買方申述及保證下列事項：
- (a) 除非事先獲得買方書面同意，否則從沒有亦不會向買方以外的任何人(包括個人、公司、組織及團體;下文同)傳達報價單中的任何報價金額；
 - (b) 從沒有亦不會透過與任何人的安排，釐定報價單中的任何報價金額；
 - (c) 從沒有亦不會與任何人就該人或供應商／承辦商會或不會提交報價單訂立任何安排；以及
 - (d) 從沒有亦不會在報價過程中，在其他方面以任何方式與任何人串通。
- (乙) 如供應商／承辦商違反第二十二節(甲)項所載的任何申述及／或保證，買方有權在無須向任何人作出賠償或負上任何法律責任的情況下：
- (a) 拒絕接納有關供應商／承辦商的報價單；
 - (b) 如買方已接納有關報價單，則買方會撤回該項接納；以及
 - (c) 如買方已與有關供應商／承辦商簽訂合約，則買方會終止該合約。
- (丙) 一旦遞交報價單，供應商／承辦商便被視作向買方承諾在其因違反上文第二十二節(甲)項提及的申述及／或保證時，須向本集團及買方作出彌償，並保障買方免受一切由此而起或有關的損失、損害賠償、招致費用或開支。
- (丁) 供應商／承辦商如違反第二十二節(甲)項提及的任何申述及／或保證，則日後申請出任本集團的供應商／承辦商的地位可能會受影響。
- (戊) 上文第二十二節(甲)項所述的規定不適用於供應商／承辦商為獲得保險報價以計算投標價格而與其承保人或經紀進行的保密通訊，或為獲得其專業顧問或次承判商協助編製報價單所進行的保密通訊。
- (己) 上文第二十二節(乙)項至第二十二節(丁)項所訂的本集團及買方權利，是增補而不損害本集團及買方針對供應商／承辦商而享有的任何其他權利或補救方法。

二十三. 關係

為免產生疑問，承辦商與買方任何一方均不應理解為僱主及僱員、合夥人、委託人與代理人、或合資合夥人之關係，只僅屬獨立之承辦商。而任何一方都不應理解為可以以任何方式給予另一方權力或授權、約束或承諾。

二十四. 第三者權利

- (甲) 本合約並不意圖或授予任何其他方任何權利、利益或因本合約給予之任何性質之補償。同時，特此豁除「合約(第三者權利)條例」的適用。

本中文譯本只供參考。如英文原文與本中文譯本有任何抵觸或歧義，則以英文原文為準。