[Using letterhead of tenderer]

[使用投标者信头]

To: **Productivity (Dongguan) Consulting Co., Ltd**

致：**生产力(东莞)咨询有限公司**

Dear Sir/Madam,

敬启者：

**Tender Ref. No. DG00008**

**标书参考编号 DG00008**

**Confirmation Letter for Compliance with**

**Anti-Collusion Clauses in Tender**

**有关遵行投标中反串谋条款**

**之确认函**

[I/We]1, **[*name of the tenderer*]**2 of **[*address of the tenderer*]**2 refer to [my/our]1 proposal for the above Tender.

[本人／我们]1，**[*投标者名称*]**2位于**[*投标者地址*]**2，现就[本人／我们]1拟定的上述投标，作出确认如下。

[I/We]1 confirm that before [I/we]1 sign this confirmation letter, [I/we]1 have been explained on and fully understood the anti-collusion clauses in the tender (also as shown at attached).

[本人／我们]1确认，于[本人／我们]1签署本确认函前，[本人／我们]1已阅读及充分理解投标中的反串谋条款（另见附件）。

[I/We]1 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]1 had not communicated to any person other than Productivity (Dongguan) Consulting Co., Ltd (hereinafter referred to as “DGWF”) 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]1 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 DGWF of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter [I/we]1 will not communicate to any person other than DGWF 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]1 or that other person should tender or otherwise collude with any other person in any manner whatsoever.

[本人／我们]1确认，截至本函呈交之时，除本函末段提及的例外交流外，[本人／我们]1未曾与生产力(东莞)咨询有限公司（以下简称「DGWF」）以外之任何人士交流任何投标金额、透过与任何其他人士之安排调整任何投标金额、与任何其他人士作任何安排以决定[本人／我们]1或该其他人士会否投标或另行以任何方式与任何其他人士串谋，及承诺此后于上述投标之投标流程中任何时间直至投标者获DGWF通知招标工作结果为止，除本函末段提及的例外交流外，[本人／我们]1将不会与DGWF以外的任何其他人士交流任何投标金额、透过与任何人士之安排来调整任何投标金额、与任何其他人士作任何安排以决定[本人／我们]1或该其他人士会否投标或另行以任何方式与任何其他人士串谋。

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

本函中，「例外交流」一词意即[本人／我们]1与[本人／我们]1的保险公司或中介进行严格保密交流，以取得保险报价而计算投标价，及与[本人／我们]1的顾问或次承判商进行严格保密交流，以就拟备标书获取他们的协助。

Yours faithfully,

For and on behalf of

此致

谨此代表

[Authorized person to sign for and on behalf of the tenderer]

[投标者授权代表签署人]

|  |
| --- |
| Company chop: |
| 公司印章： |

[Name of Signatory]

[签署人姓名]

[Title, Department]

[部门、职位]

[Name of Organization]

[组织名称]

*1. Delete as appropriate*

*刪去不適用者*

*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.*

*若投標者由兩名或以上人士或公司以合夥形式、聯營關係或其他形式組成，則本部分方格須加闊以填上該等人士或視情況而定則該等公司之名稱及地址。*

*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 Tender on behalf of that person or as the case may be company.*

*若投标者由两名或以上人士或公司以合伙形式、联营关系或其他形式组成，则所有该等人士或视情况而定则该等公司必须签署。代表每位该等人士或公司之签署人，须为获该等人士或视情况而定则该等公司授权代表签署标书的人士。*

Attachment

附件

**Anti-collusion Clauses**

**反串谋条款**

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

and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

我们就是次招标作出如下陈述及保证：

1. 我们的标书乃真诚、独立地撰写，而提交标书的用意是于获批合约时履行有关合约；
2. 我们拟备标书，并无与任何人士（包括任何其他投标者或竞争对 手）就下列事项作出协议、安排、沟通、谅解、许诺或承诺： (i) 价格；(ii) 计算价格所用的方法、因素或公式； (iii) 入标或不入目标意向或决定； (iv) 撤回投标的意向或决定； (v) 提交不符合是次招标要求的标书； (vi) 是次招标涉及的产品或服务的质素、数量、规格或交付详 情；及( vii) 标书的条款；

而我们亦承诺，在有关合约批出之前，我们不会作出或从事上述任何行为。

1. Clause 1(b) above shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:

(a) DGWF;

(b) a joint venture partner, where joint venture arrangements relevant to the bid exist and which are notified to DGWF;

(c) 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) 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 the Tender;

(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; and

(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.

与下列各方的协议、安排、沟通、谅解、许诺或承诺，不受本确认书 2(b) 段所限：

(a) DGWF；

(b) 联营企业伙伴，而DGWF亦获通知有关联营安排的情况；

(c) 顾问或分判商，但有关沟通必须严格保密及只限于促成该特定顾问安排或分判合约所需的数据；

(d) 专业顾问，但有关沟通必须严格保密及只限于供该名顾问就是次招标提供其专业意见所需的数据；

(e) 为获得保险报价而联络的承保人或经纪，但有关沟通必须严格保密及只限于促成该特定保险安排所需的数据；及

(f) 为就有关合约获得融资而联络的银行，但有关沟通必须严格保密及只限于促成该次融资所需的数据。

1. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to DGWF, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to DGWF.

我们明白，我们必须向DGWF披露是次招标准备作出的所有分判安排，包括在有关合约批出后才订立的分判安排。我们保证，我们一直及将会继续向DGWF妥善披露有关安排。

1. We understand that we are required to disclose our beneficial ownership to DGWF.

♦ (For a company other than a listed company or exempted company1) We will disclose the significant controllers register, as defined in the Companies Ordinance, Cap. 622.

♦ (For a sole proprietorship or partnership) We will disclose details of our beneficial owner(s) (if any), including their name and the nature of their control over the firm;

♦ (For listed company) We are a listed company in Hong Kong and our corporate ownership has already been disclosed in the public domain.

我们明白，我们必须向生产力局披露我们的实益拥有人。

* （上市公司或获豁免公司1以外的公司）我们将披露《公司条例》（第622章）所界定的重要控制人登记册。
* （独资经营或合伙）我们将披露实益拥有人（如有）的详情，包括其姓名／名称及其对本商号的控制权性质；
* （上市公司）我们为香港上市公司，公司拥有权已向公众披露。

1. We understand that DGWF may request us to disclose further details regarding our shareholders or parent companies, or any other related, associated or controlling entities, to DGWF. We agree to disclose such details to DGWF if so requested, subject to such requests being reasonable in the circumstances.

我们明白，DGWF可要求我们向DGWF披露更多关于股东或母公司，或任何其他关联、有联系或控权实体的详情。如该要求在有关情况下属合理，我们同意按要求向生产力局披露有关详情。

Consequences of breach or non-compliance

1. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, DGWF may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.

我们明白，如违反或不遵守本确认书内的任何保证或承诺，DGWF可行使其酌情权将我们的标书作废、在其日后的招标中将我们剔除于招标名单以外、向我们追讨损害赔偿或其他形式的补救（包括但不限于因延误、重新招标产生的成本及费用和所招致的其他成本的损害赔偿），及／或终止有关合约（如我们获批有关合约）。

1. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that DGWF 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 our bid and our personal or corporate information.

根据《竞争条例》，围标属严重反竞争行为。我们明白DGWF可行使其酌情权，向竞争事务委员会（「竞委会」） 举报所有怀疑围标的情况， 并向竞委会提供任何有关资料，包括但不限于我们的标书资料及个人或公司资料。

1. In the event of any conflict or discrepancy arising from the English version and the Chinese version of the document, the English version shall prevail.

本文件的中英文本如相互抵触或有任何歧义，须以英文版本为准。本文件的中英文本如相互抵触或有任何歧义，须以英文版本为准。