[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. DG00009**

**标书参考编号 DG00009**

**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. The Supplier shall 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 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 DGWF of the outcome of the tender exercise. Any breach of or non-compliance with this Clause by the Supplier shall, without affecting the Supplier’s liability for such breach of rules and laws or non-compliance, invalidate his tender.

于投标过程中直至供货商获DGWF通知招标工作结果为止，供货商不得与DGWF以外的任何其他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供货商或该其他人士将会或将不会投标，或另行以任何方式与任何其他人士串谋。 供货商违反或未遵守本条款的任何行为(在不影响供货商对该等违反规则及法律的行为或未遵守行为之法律责任的情况下)，应使其投标无效。

1. The above Clause 1 shall have no application to the Supplier’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 tender submission.

上文第 1 条并不适用于：供货商与其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，以及与其顾问／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。

1. The Supplier shall submit to DGWF a duly signed letter in the form set out in “Confirmation Letter for Compliance with Anti-Collusion Clauses in Tender” to the effect that he understands and will abide by these clauses. The letter shall be signed by a person authorised to sign the Tender on the Supplier’s behalf.

供货商须向DGWF局呈交一份妥为签署的信函，其格式如「关于遵行投标中反串谋条款之确认函」，以此证明供货商理解及将遵守该等条款。本函须由供货商授权代表签署标书之人士签署。

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。