[Using letterhead of tenderer]

[使用投標者信頭]

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

致：**生产力（东莞）咨询有限公司**

Dear Sir/Madam,

敬啟者：

**Tender Ref. No. DG00010**

**標書參考編號 DG00010**

**Confirmation Letter for Compliance with**

**Anti-Collusion Clauses in Tender**

**有關遵行投標中反串謀條款**

**之確認函**

[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／我們]1，**[*投標者名稱*]**2位於**[*投標者地址*]**2，現就[本人／我們]1擬定的上述投標，作出確認如下。

[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／我們]1確認，於[本人／我們]1簽署本確認函前，[本人／我們]1已閱讀及充分理解投標中的反串謀條款（另見附件）。

[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 “DGWFOE”) 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 DGWFOE 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 DGWFOE 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／我們]1確認，截至本函呈交之時，除本函末段提及的例外交流外，[本人／我們]1未曾與生产力（东莞）咨询有限公司（以下簡稱「DGWFOE」）以外之任何人士交流任何投標金額、透過與任何其他人士之安排調整任何投標金額、與任何其他人士作任何安排以決定[本人／我們]1或該其他人士會否投標或另行以任何方式與任何其他人士串謀，及承諾此後於上述投標之投標流程中任何時間直至投標者獲DGWFOE通知招標工作結果為止，除本函末段提及的例外交流外，[本人／我們]1將不會與DGWFOE以外的任何其他人士交流任何投標金額、透過與任何人士之安排來調整任何投標金額、與任何其他人士作任何安排以決定[本人／我們]1或該其他人士會否投標或另行以任何方式與任何其他人士串謀。

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」一詞意即[本人／我們]1與[本人／我們]1的保險公司或中介進行嚴格保密交流，以取得保險報價而計算投標價，及與[本人／我們]1的顧問或次承判商進行嚴格保密交流，以就擬備標書獲取他們的協助。

Yours faithfully,

For and on behalf of

此致

謹此代表

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

[投標者授權代表簽署人]

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

[Name of Signatory]

[簽署人姓名]

[Title, Department]

[部門、職位]

[Name of Organization]

[組織名稱]

*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，則所有該等人士或視情況而定則該等公司必須簽署。代表每位該等人士或公司之簽署人，須為獲該等人士或視情況而定則該等公司授權代表簽署標書的人士。*

Attachment

附件

**Anti-collusion Clauses**

**反串謀條款**

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.

我們就是次招標作出如下陳述及保證：

1. 我們的標書乃真誠、獨立地撰寫，而提交標書的用意是於獲批合 約時履行有關合約；
2. 我們擬備標書，並無與任何人士（包括任何其他投標者或競爭對 手）就下列事項作出協議、安排、溝通、諒解、許諾或承諾： (i) 價格；(ii) 計算價格所用的方法、因素或公式； (iii) 入標或不入標的意向或決定； (iv) 撤回投標的意向或決定； (v) 提交不符合是次招標要求的標書； (vi) 是次招標涉及的產品或服務的質素、數量、規格或交付詳 情；及( vii) 標書的條款；

而我們亦承諾，在有關合約批出之前，我們不會作出或從事上述任何行為。

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

(a) DGWFOE;

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

(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.

與下列各方的協議、安排、溝通、諒解、許諾或承諾，不受本確認書 2(b) 段所限：

(a) DGWFOE；

(b) 聯營企業夥伴，而DGWFOE亦獲通知有關聯營安排的情況；

(c) 顧問或分判商，但有關溝通必須嚴格保密及只限於促成該特定顧問安排或分判合約所需的資料；

(d) 專業顧問，但有關溝通必須嚴格保密及只限於供該名顧問就是次招標提供其專業意見所需的資料；

(e) 為獲得保險報價而聯絡的承保人或經紀，但有關溝通必須嚴格保密及只限於促成該特定保險安排所需的資料；及

(f) 為就有關合約獲得融資而聯絡的銀行，但有關溝通必須嚴格保密及只限於促成該次融資所需的資料。

1. We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to DGWFOE, 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 DGWFOE.

我們明白，我們必須向DGWFOE披露是次招標準備作出的所有分判安排，包括在有關合約批出後才訂立的分判安排。我們保證，我們一直及將會繼續向DGWFOE妥善披露有關安排。

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

♦ (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.

我們明白，我們必須向DGWFOE披露我們的實益擁有人。

* （上市公司或獲豁免公司1以外的公司）我們將披露《公司條例》（第622章）所界定的重要控制人登記冊。
* （獨資經營或合夥）我們將披露實益擁有人（如有）的詳情，包括其姓名／名稱及其對本商號的控制權性質；
* （上市公司）我們為香港上市公司，公司擁有權已向公眾披露。

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

我們明白，DGWFOE可要求我們向DGWFOE披露更多關於股東或母公司，或任何其他關聯、有聯繫或控權實體的詳情。如該要求在有關情況下屬合理，我們同意按要求向DGWFOE披露有關詳情。

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, DGWFOE 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.

我們明白，如違反或不遵守本確認書內的任何保證或承諾，DGWFOE可行使其酌情權將我們的標書作廢、在其日後的招標中將我們剔除於招標名單以外、向我們追討損害賠償或其他形式的補救（包括但不限於因延誤、重新招標產生的成本及費用和所招致的其他成本的損害賠償），及／或終止有關合約（如我們獲批有關合約）。

1. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that DGWFOE 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.

根據《競爭條例》，圍標屬嚴重反競爭行為。我們明白DGWFOE可行使其酌情權，向競爭事務委員會（「競委會」） 舉報所有懷疑圍標的情況， 並向競委會提供任何有關資料，包括但不限於我們的標書資料及個人或 公司資料。

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觸或有任何歧義，須以英文版本為準。本文件的中英文本如相互抵觸或有任何歧義，須以英文版本為準。