

VANNEX INTERNATIONAL LIMITED

TENDER FOR THE PROVISION OF SERVICES

STANDARD TERMS AND CONDITIONS

Reference No. VX26001

FOREWORD

Tenderers who respond to any such invitation to which these terms and conditions are applicable are required to confirm compliance with these terms and conditions, and those issued under any addenda, in addition to the other terms and conditions of that invitation.

The Chinese translation of this document is for reference only. In the event of any conflict or inconsistency between the English text and the Chinese translation of this document, the English text shall prevail.

采购单位：VANNEX INTERNATIONAL LIMITED

(科域國際有限公司)

**采购项目：回收基金項目ESP-2526-40-501 廢家電的環保回收生產線採購及安裝服務項目
(投標編號：VX26001)**

**项目描述：是項招標為回收基金項目ESP-2526-40-501項目公開招標提供廢電
器環保回收生產線採購及安裝服務的供應商。**

投遞標書

投遞標書， 必須填妥此表格， 一式三份密封於無標記的信封內， 信封面註明：

「回收基金項目ESP-2526-40-501 廢家電的環保回收生產線採購及安裝服務項目(投標編號：VX26001) 投標書」，

致 科域國際有限公司 收，並於 2026 年 9 月 30 日中午12 時（香港時間）前投入設於 香港上水彩暉路6號珍寶廣場地下A12-A21（科域國際有限公司） 的投標箱內。逾期投標概不受理。

Procurement unit: VANNEX INTERNATIONAL LIMITED

(科域國際有限公司)

Procurement Project: Recycling Fund Project ESP-2526-40-501
Procurement and Installation Services for Environmental Recycling and
Reprocessing Line of Non-regulated Waste Electrical electronic and equipment
(Tender Number: VX26001)

Project Description: This tender is to procure a supplier for the recycling and
reprocessing line of Non-regulated Waste Electrical electronic and equipment.

LODGING OF TENDER

To be acceptable as a Tender, this form, properly completed in triplicate and enclosed in a sealed plain envelope marked

“Tender for The Production and Installation Service for Environmental Recycling and Reprocessing Line of Non-regulated Waste Electrical and electronic equipment (Tender Ref.: VX26001)”

And addressed to *VANNEX INTERNATIONAL LIMITED*,
must be deposited in the Tender Box situated on *Ground Floor, A12-A21, Jumbo Plaza, Choi Fai Street, Sheung Shui, New Territories, Hong Kong (Vannex International Limited)*
before *12:00 noon (time) on 30 September 2026 (date) (Hong Kong time)*.

Late Tenders will not be accepted.

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In the documents issued by VANNEX in connection with this Invitation to Tender (including these Standard Terms and Conditions (Reference No. VX26001) and the Contract that is made pursuant to this Invitation to Tender), unless otherwise defined or the context otherwise requires:

1 the following expressions shall bear the same meanings as set out below:

- | | |
|----------------------------|--|
| “Appendix” | means an appendix attached to the Tender Form; |
| “Vannex” | means Vannex International Limited; |
| “Representative of Vannex” | means: <ul style="list-style-type: none">(a) the Head of Vannex International Limited;(b) any person of Vannex specified by the Head of the Vannex for the purposes of the Contract; and(c) any other person authorised by the person referred to in (b) for the purpose of the Contract; |
| “Companies Registry” | means the Companies Registry of the government; |
| “Contract” | means the agreement made between Vannex and the Contractor pursuant to the Invitation to Tender, and reference to the terms thereof shall include: <ul style="list-style-type: none">(a) the terms set out in the Tender Document, completed, modified or expanded as necessary or appropriate to include the terms accepted by Vannex and the Contractor; and(b) all other documents attached to the Tender Form as a Schedule or other attachment by whatever name called, completed and stamped with a chop of Vannex; |
| “Contract Deposit” | has the meaning given to it in Clause 11 of the General Conditions of Contract; |

“Contract Period”	means, subject to early termination or extension provided for in the Contract: (a) the period specified in the Special Conditions of Contract as the contract period; or (b) if no such period is specified in the Special Conditions of Contract, the period from the date on which the Contract is constituted in accordance with Paragraph 26.1 of the Terms of Tender to the date on which the Contractor has fully discharged all its obligations under the Contract (both dates inclusive);
“Contract Price”	means the amount calculated in accordance with the Price Schedule, which is payable by Vannex to the Contractor under the Contract for the full and proper performance by the Contractor of its obligations under the Contract;
“Contractor”	means the Tenderer whose Tender is accepted by Vannex;
“Estimated Contract Price”	means the amount specified at the Price Schedule under the heading “Estimated Contract Price”

“Force Majeure
Event” means:

- (a) any supervening outbreak of war affecting Hong Kong and/or any other parts of the PRC, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of the government and/or the government of the PRC, civil war, riot, civil disturbances, fire if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 23.6 and 23.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God;
- (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Contractor, its related persons (as defined in Paragraphs 23.6 and 23.7 of the Terms of Tender) or any employee or agent or ex-employee or ex-agent thereof; or
- (c) any supervening epidemic outbreak in Hong Kong;

and which, in any case of (a), (b) and (c) above, prevents the performance of the duties and obligations of any party hereunder;

“General
Conditions of
Contract” means the General Conditions of Contract set out in Part 2 of these Standard Terms and Conditions (Reference No. VX26001);

“general
holiday” or
“public
holiday” means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong);

“Good Industry Practice”	means the standards, practices, methods and procedures conforming to law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Inland Revenue Department”	means the Inland Revenue Department of the government;
“Inspecting Officer”	means the personnel appointed by Vannex for the purpose of inspecting the Services performed in pursuance of the Contract;
“Intellectual Property Rights”	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs, processes, and other intellectual property rights of whatever nature and wheresoever arising, whether now known or created in the future, in each case whether registered or unregistered, and include applications for the grant of any such rights;
“Interpretation”	means this Interpretation section;
“Invitation to Tender”	means this invitation to tender for the provision of the Services to Vannex on the terms and conditions set out in the Tender Document;
“Materials”	means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Contractor, its employees, agents or sub-contractors in relation to the Services (whether individually or collectively) including without limitation, any reports, summaries, models, questionnaires, analyses, papers, documents, records, plans, drawings, formula, tables, charts, data or information collected, compiled, produced or created by the Contractor in relation to the Services recorded or stored by whatever means;

“Notes for Tenderers”	means the notes for tenderers (if any) attached to the Tender Form;
“PRC”	means the People’s Republic of China;
“Price Schedule”	means the price schedule attached to the Tender Form containing details of the Contract Price and the payment timetable;
“Schedule”	means a schedule attached to the Tender Form;
“Services”	means the services to be provided by the Contractor to Vannex as specified in the Service Specifications;
“Service Specifications”	means the specifications referred to the Tender Form;
“Special Conditions of Contract”	means the special conditions of contract attached to the Tender Form;
“Tender”	means an offer to provide the Services as submitted by a Tenderer in response to the Invitation to Tender;
“Tender Acceptance”	has the meaning given to it in Paragraph 26 of the Terms of Tender;
“Tender Closing Time”	means the time on the date specified in the “LODGING OF TENDER” section of the Tender Form as the latest date and time before which Tenders must be deposited with Vanenx, and as such date and time as may be extended in accordance with Paragraph 3.7(b) of the Terms of Tender;

“Tender Document”	means the documents issued by Vannex for the purpose of the Invitation to Tender, and reference to the terms thereof shall include the terms set out in: (a) the Tender Form; (b) this Interpretation section; (c) the Notes for Tenderers (if any); (d) the Terms of Tender; (e) the Terms of Tender (Supplement) (if any); (f) the General Conditions of Contract; (g) the Special Conditions of Contract (if any); (h) the Service Specifications (if any); (i) the Price Schedule; (j) the Information Schedule; and (k) all other documents attached to the Tender Form whether as a Schedule or other attachment by whatever name called;
“Tender Form”	means the Tender Form issued for the Invitation to Tender;
“Tender Submission Date”	means the date of the Offer to be Bound;
“Tenderer”	means the person whose particulars are set out in the “Offer to be Bound” section of the Tender Form;
“Terms of Tender”	means the Terms of Tender set out in Part 1 of these Standard Terms and Conditions (Reference No. VX26001) and the Terms of Tender (Supplement) (if any) attached to the Tender Form;
“Terms of Tender (Supplement)”	means the terms of tender (supplement) (if any) attached to the Tender Form;

“working day” means Monday to Friday other than a public holiday or a day on which Tropical Cyclone Warning Signal no. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours in Hong Kong; and

2 the following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Tender Document or the Contract;
- (d) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Tender Document or the Contract;
- (e) references to “Tenderer” or “Contractor” shall include its permitted assigns, successors, or any persons deriving title under them;

- (f) references to “Vannex” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (g) references to a “Paragraph” in the Terms of Tender are to a paragraph in the Terms of Tender; references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix or attachment to that document;
- (h) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (i) any word or expression to which a specific meaning has been attached in any part of the Tender Document shall bear such meaning whenever it appears in the same and other parts of the Tender Document;
- (j) a time of a day shall be construed as a reference to Hong Kong time;
- (k) references to “normal business hours” mean 0900 to 1800 hours;
- (l) references to a day mean a calendar day;
- (m) references to a month or a monthly period mean a calendar month;
- (n) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;

- (o) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Contractor shall be deemed to be the act, default, neglect or omission of the Contractor;
- (p) words importing the whole shall be treated as including a reference to any part of the whole;
- (q) the expressions “include” and “including” shall be construed without limitation to the words following;
- (r) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Tender Document or by reference to any other definition;
- (s) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
- (t) where a general obligation in the Tender Document or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

3 Nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon Vannex or any person in the service of Vannex.

4 All rights and powers of Vannex under the Contract may be exercised by the Representative of Vannex. If any provision of the Contract provides for a determination of any matter by Vannex or the Representative of Vannex, the determination made by Vannex or the Representative of Vannex (as the case may be) shall, in the absence of manifest error, be final and conclusive.

5 Unless otherwise provided for in the Tender Document, all quotations and payments shall be made in Hong Kong Dollars.

PART 1

TERMS OF TENDER

1. Invitation to Tender

- 1.1 Unless otherwise specified in the Tender Form, Tenders are invited for the provision of all of the Services subject to and in accordance with the Tender Document.
- 1.2 The Standard Terms and Conditions (Reference No.VX26001) comprising the Interpretation section, the Terms of Tender and the General Conditions of Contract are attached with the Tender Document.
- 1.3 A Tenderer should read the Tender Document carefully prior to submitting a Tender and ensure that it understands all requirements of the Tender Document.
- 1.4 A Tenderer should obtain such independent advice from its own advisers as it considers appropriate.
- 1.5 A Tenderer should check the numbers of pages of the Tender Document. If it finds any missing or indistinct pages, it should inform Vannex Representative immediately so that the same can be rectified.
- 1.6 A Tenderer will be regarded to be thoroughly conversant with all aspects of the Tender Document (including the Contract) and in general to have obtained all necessary information of any circumstances which may influence or affect its Tender or its performance of the Contract. Vannex does not assume any liability in respect of any errors or mistakes made by a Tenderer or any neglect or failure of the Tenderer to obtain any information or clarification relating to the provision of the Services to Vannex in accordance with the Contract.
- 1.7 No error, mistake, neglect or failure by a Tenderer shall affect any provision of the Tender Document (including the Contract) or relieve the Tenderer from any of its obligations or liabilities under the Tender Document (including the Contract). For the avoidance of doubt, a successful Tenderer shall not be entitled to any additional payment, compensation or allowance by reason of any such error, mistake, neglect or failure. If a Tenderer is awarded the Contract, it shall not be excused from any liability under the Contract as a consequence of any misinterpretation by it of any matter or fact relating to the Tender Document or the Contract.

- 1.8 Information, statistics and forecasts set out in the Tender Document are provided for a Tenderer's reference only. Vannex does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. Vannex does not bind itself to adhere to such information, statistics and forecasts.
- 1.9 Without prejudice to Paragraph 1.8, the estimated requirement of the Services specified in the Price Schedule or Service Specifications (if any) is/are estimate(s) of the Services that may be required by Vannex. They are given for a Tenderer's reference only and are not figures to which Vannex binds itself to adhere. Vannex's actual requirements may vary depending on the actual need of Vannex Representative and the successful Tenderer must accept any increase or decrease of the stated estimates.
- 1.10 By submitting a Tender, a Tenderer will be regarded to have agreed to all terms and conditions set out in the Tender Document.

2. Supplementary Information/Tender Addenda

All supplementary information or tender addenda to the Invitation to Tender will be provided in writing by Vannex and forwarded to all prospective Tenderers who have registered with Vannex when obtaining a copy of the Tender Document.

3. Tender Preparation and Submission

- 3.1 Save in accordance with the terms of the Tender Document, a Tenderer must not alter any provision of the Tender Document.
- 3.2 A Tender must be completed in either English or Chinese and in accordance with other requirements of the Tender Document. Vannex will not consider a Tender that is completed in any other language.
- 3.3 A Tenderer shall submit, in the following manner, its completed Tender together with all information and documents required under the Tender Document or relevant to its Tender in accordance with the terms of the Tender Document. A Tender not so submitted (for example, a Tender submitted by e-mail or facsimile) will not be considered.

Tender Submission:

The Tender (including the Tender Form) shall be completed in ink or typescript and submitted in triplicate in accordance with the Lodging of Tender section of the Tender Form.

3.4 Vannex may not consider a Tender if:

- (a) false, inaccurate or incorrect information is given in the Tender;
- (b) complete information (including descriptive literature, catalogues and any other document required under any provision of the Tender Document) is not given with the Tender; and
- (c) any particulars or data requested for in the Tender Document is not furnished in full in the Tender.

3.5 When completing the Tender Document (including the Offer to be Bound section of the Tender Form), a Tenderer shall ensure that the name of the Tenderer is the same as the name shown in:

- (a) if the Tenderer is a company incorporated in Hong Kong:
 - (i) the Certificate of Incorporation of the Tenderer; or
 - (ii) if there is a change of name of the Tenderer since the date of its Certificate of Incorporation, the latest Certificate of Change of Name of the Tenderer;
- (b) if the Tenderer is a sole proprietorship or a partnership, the latest business registration certificate of the Tenderer; or
- (c) if the Tenderer is formed, established or incorporated outside Hong Kong, a document equivalent to Paragraph 3.5 (a)(i), (a)(ii) or (b) above (as the case may be) issued by a governmental or competent authority of the place where the Tenderer is formed, established or incorporated.

3.6 Execution and Submission of Tenders

- (a) Part 4 “Offer to be Bound” of the Tender Form shall be duly signed by:
 - (i) if the Tenderer is a sole proprietorship, the Tenderer;
 - (ii) if the Tenderer is a partnership, a partner of the Tenderer; or

- (iii) if the Tenderer is a body corporate, one or more persons who are duly authorised by the Tenderer to sign and submit the Tender for and on behalf of the Tenderer.
- (b) a Tender will not be further considered if Part 4 “Offer to be Bound” of the Tender Form is not completed and signed in the manner described in Paragraph 3.6(a) above or submitted with the Tender before the Tender Closing Time.

3.7 Tender Closing Time

- (a) A Tender must be deposited in the tender box as specified in the Tender Form before the Tender Closing Time. A Tender deposited in the tender box specified at or after the Tender Closing Time will not be considered;
- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force for any duration between 0900 and 1200 hours on the date and time specified in the “LODGING OF TENDER” section of the Tender Form, the latest date and time before which Tenders are to be deposited at the tender box referred to in Paragraph 3.7(a) will be extended to 1200 hours on the following working day.

- 3.8 All documents to be submitted by a Tenderer shall either be originals or certified true copies of the documents. If a Tenderer fails to comply with this requirement, its Tender may not be further considered.

4. Tenders to Remain Open

- 4.1 A Tender once submitted by a Tenderer will be binding on the Tenderer.
- 4.2 It is an essential requirement of this Invitation to Tender that a Tender shall remain valid and open for acceptance for the longest of the following periods:
 - (a) a period of not less than ninety (90) days after the Tender Closing Time;
 - (b) a period specified in the Terms of Tender (Supplement) for which Tenders are to remain valid and open for acceptance, if any; and

- (c) a period offered in the Tender for which it is to remain valid and open for acceptance,

(“Tender Validity Period”).

- 4.3 If a Tenderer does not state in its Tender the period for which the Tender is to remain valid and open for acceptance, the Tender Validity Period of that Tender shall be the longer of the periods in Paragraphs 4.2.
- 4.4 If a Tenderer offers in its Tender a period that is shorter than any of the periods referred to in Paragraphs 4.2, or if it rejects the Tender Validity Period prescribed in Paragraph 4.2, its Tender will not be further considered.

5. Prices

- 5.1 Unless otherwise provided for in the Tender Document, a Tenderer shall quote all the prices requested for in the Tender Document in Hong Kong Dollars. Such prices shall be net prices allowing for all trade and cash discounts. The prices shall cover all expenses incidental to the due and proper performance of the Contract by the Contractor.
- 5.2 Prices quoted by a Tenderer shall only be shown in the Price Schedule.
- 5.3 A Tenderer must quote fixed prices. A Tender with any price variation clause, including one based on foreign exchange market fluctuation, will not be considered further.
- 5.4 A Tenderer should make sure that all prices quoted in its Tender are accurate before it submits the Tender. The Tenderer shall be bound by the Tender prices quoted in its Tender if the Tender is accepted by the Vannex. Under no circumstances will Vannex be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).
- 5.5 Without prejudice to the generality of the Terms of Tender, Vannex may require a Tenderer who in the opinion of Vannex has submitted an unreasonably low price to justify and demonstrate that such a Tenderer is capable of carrying out and completing the Contract. Vannex may reject the Tender if the Tenderer fails to so justify and demonstrate to Vannex’s satisfaction.

6. Checklist of Compliance

A Tenderer should ensure that its Tender complies with all the essential requirements stipulated in the Tender Document. The Tenderer should complete the Checklist of Compliance, if any, and submit it with its Tender.

7. Company/Business Organisation Status

7.1 A Tenderer shall provide the following details relating to itself in the Schedules:

- (a) name and address of the company/business organisation;
- (b) length of business experience;
- (c) shareholders/partners/proprietor of the company/business organisation and their percentage of ownership;
- (d) names and correspondence addresses of the following:
 - (i) managing director/partners;
 - (ii) other directors; and
 - (iii) sole proprietor;
- (e) a copy of a valid Business Registration Certificate and copies of other documents evidencing its business status;
- (f) if the Tenderer is a company or body corporate, its Memorandum (if any) and Articles of Association, a copy of the agreement made between its shareholders (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents;
- (g) if the Tenderer, being an incorporated entity, is a company incorporated in Hong Kong or has a principal place of business in Hong Kong, a copy of the latest annual return filed with the Companies Registry;
- (h) place and date of its incorporation or formation;
- (i) company profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise;

- (j) a copy of the relevant document (e.g. board resolutions of the Tenderer if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer; and
- (k) names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer.

7.2 If a Tenderer is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to Vannex and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Tenderer and acceptable to Vannex shall be provided upon request by Vannex on the following issues and any other issues as may be required by Vannex:

- (a) the Tenderer is duly incorporated, formed or established and validly existing under the laws of the place of the Tenderer's incorporation, formation or establishment and that the Tenderer has full power, capacity and authority to carry on the business as it is now conducting and to provide the Services to Vannex on the terms and conditions of the proposed Contract;
- (b) the Tenderer has the full power, authority and legal capacity to:
 - (i) execute and submit its Tender and to incur the liabilities and perform the obligations under the Tender Document; and
 - (ii) enter into and execute the Contract and to incur the liabilities and perform the obligations thereunder;
- (c) the proposed Contract with Vannex will, upon its formation pursuant to Paragraph 26.1, constitute the legal, valid and binding obligations of the Tenderer in the place of its incorporation, formation or establishment and is enforceable against the Tenderer in accordance with its terms;
- (d) the execution, delivery and performance of its Tender and the proposed mode of execution, delivery and performance of the Contract (if awarded to the Tenderer) have been duly authorised by all necessary corporate action of the Tenderer, and does not violate any provision of any applicable law, regulation or decree of the Tenderer's place of incorporation, formation or

establishment, or the Memorandum and Articles of Association or similar constitutional documents of the Tenderer;

- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the execution and delivery of the Tenderer's Tender, or the performance by the Tenderer of its obligations under the Tender Document and the Contract;
- (f) the Tenderer's Tender and the Contract (if awarded to the Tenderer) need not be registered or filed in the place of incorporation, formation or establishment in order to secure their validity and/or priority;
- (g) there is no restriction under the laws of the place of the Tenderer's incorporation, formation or establishment affecting the Tenderer's obligations under the Tender Document and the Contract;
- (h) the choice of the laws of Hong Kong to govern the Tender Document and the Contract is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Tenderer; and
- (i) it is not necessary under the laws of the place of incorporation, formation or establishment of the Tenderer that Vannex be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under the Tender Document and the Contract.

7.3 Vannex may require a Tenderer to provide, at its own expense, additional legal opinion satisfactory to Vannex in all respects issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment of the Tenderer and acceptable to Vannex on any other matters arising from its Tender.

7.4 If a Tenderer proposes to engage any sub-contractor to perform the Contract, subject to the other provisions in the Tender Document relating to such engagement, the Tenderer shall submit with its Tender, information and documents relating to each of such proposed sub-contractor on the matters referred to in Paragraph 7.1, and if the proposed sub-contractor is incorporated outside Hong Kong, the legal opinion referred to in Paragraphs 7.2 and 7.3 above.

8. Cancellation of Tender

Without prejudice to Vannex's right to cancel the tender at its absolute discretion or for public interest reasons, where there are changes of requirement after the Tender Closing Time for operational or whatever reasons, Vannex is not bound to accept any conforming tender and reserves the right to cancel the tender.

9. Counter-Proposals

- 9.1 A Tenderer must not submit any proposal that has the effect of varying or modifying any essential requirements specified in the Tender Document.
- 9.2 If a Tenderer fails to comply with Paragraph 9.1, its Tender will be disqualified and will not be further considered by Vannex.
- 9.3 Subject to Paragraph 9.1, if a Tenderer still wishes to submit a counter-proposal ("Counter-Proposal"), the Counter-Proposal must be submitted in the following manner:
 - (a) the Counter-Proposal shall be attached to the Offer to be Bound;
 - (b) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;
 - (c) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;
 - (d) if it is an addition, the additional provision should be underlined;
 - (e) words to be deleted should be crossed out by a single line only; and
 - (f) an explanation should be given below the alteration or deletion and put in square brackets "[]".
- 9.4 Any Counter-Proposal that is not submitted in accordance with Paragraph 9.3 will not be considered by Vannex and will not be regarded to form part of the Tender submitted by a Tenderer. In such event, the Tenderer shall be deemed to have agreed to the original term to which the Counter-Proposal relates and Vannex will continue to consider the Tenderer's Tender on this basis.

- 9.5 Notwithstanding and without prejudice to the aforesaid, Vannex may negotiate with the Tenderer any Counter-Proposal but is not obliged to do so. Vannex may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, Vannex may reject or exclude the Counter-Proposal and assess the Tender as it is without the Counter-Proposal.

10. Authenticity of Documents Submitted

All documents submitted by a Tenderer to Vannex in relation to its Tender shall be original documents or certified true copies of the original documents. If a Tenderer fails to comply with this requirement or fails to provide such verification as Vannex may require to prove the authenticity of a document submitted to Vannex, Vannex may not further consider the Tender.

11. Personal Data Provided

- 11.1 All personal data provided in a Tender will be used by Vannex for the purposes of the Invitation to Tender and all other purposes arising from or incidental to it (including for the purposes of tender evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Tender).
- 11.2 By submitting a Tender, a Tenderer is regarded to have agreed to, and to have obtained from each individual whose personal data is provided in the Tender, his consent for the disclosure, use and further disclosure by Vannex of the personal data for the purposes set out in Paragraph 11.1.
- 11.3 An individual to whom personal data belongs and a person authorised by him in writing has the right of access and correction with respect to the individual's personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the individual's personal data provided in the Tender.
- 11.4 Enquiries concerning the personal data collected by means of the Invitation to Tender, including the making of access and corrections, should be addressed to Vannex Representative.

12. Warranty against Collusion

- 12.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to Vannex that in relation to the Invitation to Tender:
- (a) save with the prior written consent of Vannex, it has not communicated and will not communicate to any person other than Vannex the amount of any price submitted in its Tender;
 - (b) it has not fixed and will not fix the amount of any price submitted in its Tender by arrangement with any person;
 - (c) 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 Tender; and
 - (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.
- 12.2 In the event that a Tenderer is in breach of any of the representations and/or warranties in Paragraph 12.1, Vannex shall be entitled to, without compensation to any person or liability on the part of Vannex:
- (a) reject the Tenderer's Tender;
 - (b) if Vannex has accepted the Tender, withdraw its acceptance of the Tender; and
 - (c) if Vannex has entered into the Contract with the Tenderer, terminate the Contract.
- 12.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified Vannex 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 Paragraph 12.1.
- 12.4 A breach by a Tenderer of any of the representations and/or warranties in Paragraph 12.1 may prejudice its future standing as an Association contractor or service provider.
- 12.5 Paragraph 12.1 shall have no application to a Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in its Tender, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of its Tender.

- 12.6 The rights of Vannex under Paragraphs 12.2 to 12.4 are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

13. Warning against Bribery

- 13.1 The offer of an advantage to any Representatives of Vannex with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 13.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers (including directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

14. Environmental Protection

- 14.1 Tenderers are requested to minimise the impact of their activities on the environment
- 14.2 The following environment-friendly measures are recommended to be adopted in the preparation of documents relating to a Tender and the future performance of the Contract:
- (a) all documents should be printed on both sides and on recycled paper. Paper that exceeds 80 gsm should not be used for the text;
 - (b) use of plastic laminates, glossy covers or double covers should be avoided as far as possible. If art board paper has to be used as document covers, recyclable non-glossy paper should be used; and
 - (c) single line spacing should be used and excessive space in the margins and in between paragraphs should be avoided.

15. Tenderer's Commitment

- 15.1 All Tenders, information and responses from a Tenderer must be submitted in writing. Each of them is the representation of the Tenderer and will, if accepted by Vannex, be incorporated into and made part of the Contract in such manner as Vannex considers appropriate.
- 15.2 Vannex reserves the right not to consider a Tender that directly or indirectly attempts to preclude or limit the effect of the requirement stated in Paragraph 15.1 above.

16. New Information

A Tenderer should inform Vannex in writing immediately of any factor which might affect its ability to meet any requirements of the Tender Document. Vannex reserves the right not to consider a Tenderer's Tender further if the Tenderer's continued ability to meet such requirements is in doubt.

17. Contractors' Performance Monitoring

If a Tenderer is awarded the Contract, its subsequent performance will be monitored and may be taken into account when its future offers for other tenders / quotations exercises are evaluated.

18. Cost of Tender

A Tenderer shall submit its Tender at its own cost and expense. Vannex shall not be liable for any costs and expenses whatsoever incurred by a Tenderer in connection with the preparation or submission of its Tender, including all costs and expenses relating to (a) communication or negotiations with or providing presentation or demonstration to Vannex, (b) site visits or surveys made by the Tenderer, and (c) presenting the Tenderer's reference sites and equipment to the Representative of Vannex during the site visits, whether before or after the Tender Closing Time.

19. Request for Information

- 19.1 In the event that Vannex determines that:
- (a) clarification in relation to any Tender is necessary; or

- (b) a document or a piece of information, other than the document or information set out in Paragraph 19.2, is missing from any Tender,

it may, but is not obliged to, request the Tenderer concerned to make the necessary clarification, or submit the required document or information. Each Tenderer shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or document in the form required by Vannex. A Tender will not be considered further if complete information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to Vannex. As an alternative to seeking clarification or further information or document, Vannex may not consider the Tender further or may proceed to evaluate the Tender on an “as is” basis.

19.2 The document and information not covered by Paragraph 19.1 are:

- (a) price information or quotes required in the Tender Document;
- (b) a signed Offer to be Bound; and
- (c) any other document or information in respect of which it is specified in the Tender Document that a failure to provide to Vannex in a Tender at the time of submission of the Tender or by the Tender Closing Time will result in the Tender not being considered.

19.3 Tenderer should also note that Vannex will not consider any clarification or information submitted by a Tenderer after the Tender Closing Time irrespective of whether or not the clarification or information is submitted at the invitation of Vannex if Vannex considers that such clarification or information would alter the Tenderer’s Tender in substance or give the Tenderer an advantage over the other Tenderers.

20. Tenderer’s Enquiries

20.1 Any enquiries from the Tenderer concerning the Tender Document up to the date of lodging its Tender with Vannex shall be in writing and shall be submitted to Vannex in the following manner:

- (a) fax NO.:(852) 2659 8716;or
- (b) E-mail :kuang@vannex.hk.
- (c) Shipped to Flat A12-21,G/F,Jumbo Plaza,6 Choi Fai Street, Sheung Shui, N.T, Hong Kong(recipient:Vannex office).

- 20.2 After lodging a Tender with Vannex, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with Vannex on its Tender or the Tender Document. Vannex shall have the sole right to initiate any such further contact and all such contacts and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- 20.3 Unless otherwise expressly stated by Vannex in writing, a statement made by Vannex (whether oral or written) in response to any enquiry made by a prospective Tenderer shall be for information only. No such statement shall constitute a representation or warranty by Vannex of any nature whatsoever (whether express or implied), and no invitation is made by Vannex to any Tenderer or prospective Tenderer to rely on such statement. No such statement shall form part of the Tender Document or alter, negate or constitute a waiver of any provision of the Tender Document.

21. Communication

- 21.1 All communications given or made by Vannex or a Tenderer in relation to the Invitation to Tender shall be in writing and sent or delivered to the other party in the manner provided in Clause 28 of the General Conditions of Contract, save that Vannex may, by prior notice to a Tenderer, require the Tenderer to send or deliver a written communication by post or facsimile only. A Tenderer shall complete the Appendix and should note that Vannex will not accept the use of a postal box as the Tenderer's correspondence address for any purpose whether before or after the award of the Contract.
- 21.2 All communications in relation to the Invitation to Tender shall be conducted directly between Vannex and the Tenderer irrespective of the number of sub-contractors involved.

22. Negotiations

- 22.1 Vannex reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract.
- 22.2 Negotiations will normally be conducted only with the Tenderer whose Tender complies with all the essential requirements and is in the sole opinion of Vannex the most advantageous to Vannex. Where there is no Tender (despite having complied with all the essential requirements) is so considered by Vannex or where the most advantageous Tender cannot be determined until after any

Counter-Proposals have been resolved or withdrawn, Vannex reserves the right to hold negotiations also with the other Tenderers.

23. Discretion

23.1 Notwithstanding anything to the contrary in this Tender Document, Vannex reserves the right to disqualify a Tenderer on grounds including any one of the following:

- (a) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Tender Closing Time or an order is made or a resolution is passed for the winding up or bankruptcy of the Tenderer;
- (b) the Tenderer has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Tender or in any subsequent submission by the Tenderer or communication between Vannex and the Tenderer since submission of that Tender;
- (c) in the event of a claim alleging or Vannex having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Tenderer in its Tender infringe or will infringe any Intellectual Property Rights of any person;
- (d) the Tenderer has made significant or persistent breaches or deficiencies in performance of any substantive requirement or obligation under other contracts;
- (e) the Tenderer has been convicted by the final judgement in respect of serious crimes or other serious offences;
- (f) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Tenderer;
- (g) any failure of the Tenderer to pay taxes to the government; or
- (h) the Tenderer has made any restrictions or limitations which seek to limit or avoid the responsibility of the Tenderer in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Tenderer/Contractor under the Contract in the Tender or in any subsequent submission by the Tenderer or communication between Vannex and the Tenderer since submission of the Tender.

The grounds specified in Paragraphs 23.1(a) to 23.1(h) are separate and independent, and shall not be limited by reference to or inference from the other of them.

23.2 For the purposes of Paragraph 23.1, each Tenderer shall provide at the time of submission of its Tender (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate Vannex's determination as to whether to exercise its right of disqualification, including but not limited to the following:

- (a) details of any petition or proceeding mentioned in Paragraph 23.1(a);
- (b) details of conviction of the Tenderer in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Tender Closing Time and thereafter up to the time of award;
- (c) details of all infringement claims as mentioned in Paragraph 23.1(c); and
- (d) details of all breaches or performance deficiencies of the Tenderer or a related person as mentioned in Paragraph 23.1(d).

If none of the events as mentioned in Paragraphs 23.2(a) to 23.2(d) above has ever occurred within the applicable period as mentioned above, the Tenderer shall provide a statement to that effect by completing the relevant part of the Information Schedule at the time of submission of its Tender. If found missing, Vannex reserves the right to seek clarification pursuant to Paragraph 23.3 below.

23.3 In addition to the information mentioned in Paragraph 23.2, Vannex reserves the right to request from a Tenderer and take into account all information about:

- (a) the Tenderer itself;
- (b) any of the directors or management staff of the Tenderer who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer; and

- (c) any of the related persons of the Tenderer and of any directors and management staff of the related persons who conduct similar business as the Tenderer or whose businesses any of which is similar to the business of the Tenderer,

and such information is reasonably relevant to facilitate Vannex's determination as to whether to exercise its right of disqualification under Paragraph 23.1.

Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Paragraph 23.2(b) or details of any breaches or performance deficiencies referred to in Paragraph 23.1(d), details of any serious crimes or serious offences referred to in Paragraph 23.1(e), of any professional misconduct, acts or omissions referred to in Paragraph 23.1(f) and of any failure to pay taxes to the government referred to in Paragraph 23.1(g) above.

- 23.4 If the Tenderer fails to comply with the request made by Vannex pursuant to Paragraph 23.3 above within such time as required by Vannex or has otherwise submitted false, inaccurate or incomplete information, Vannex may disqualify the Tenderer pursuant to Paragraph 23.1(b) above.
- 23.5 In providing the information required under Paragraphs 23.2 and 23.3 above, the Tenderer may show cause to satisfy Vannex that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Tenderer to perform the Contract to be awarded in this Invitation to Tender.
- 23.6 If the Tenderer is a company, the expression "related person" of the Tenderer includes any one of the following:
 - (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Tenderer ("majority shareholder");
 - (b) a holding company or a subsidiary of the Tenderer;
 - (c) a holding company or a subsidiary of a majority shareholder of the Tenderer;

- (d) a company in which a majority shareholder (being an individual) of the Tenderer directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

23.7 If the Tenderer is a sole proprietor or partnership, the expression “related person” includes any one of the following:

- (a) any partner of the Tenderer (if it is a partnership);
- (b) the spouse, parent, child, brother or sister of the Tenderer, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent;
- (c) a company in which the Tenderer or any partner of the Tenderer beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

References to related persons, directors and management staff of the Tenderer or of a related person include persons who were in such capacity at such time of the incident referred to in Paragraphs 23.1(d), 23.1(e), 23.1(f), 23.1(g) or Paragraph 23.2(b).

24. Financial Vetting

24.1 If Vannex deems it necessary, the Tenderer has to demonstrate its financial capability before it can be considered for the award of the Contract. For this purpose, the Tenderer is required to submit the following documents for financial vetting:

- (a) Originals (or copies certified by its auditors) of the audited accounts of the Tenderer, and the audited consolidated accounts of the group if the Tenderer is a subsidiary of another company for the three (3) financial years prior to the Tender Submission Date. The audited accounts must comply with the following requirements:

- (i) The audited accounts must be prepared on the same basis for each year in accordance with accounting principles generally accepted in Hong Kong and the disclosure requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
- (ii) The latest audited accounts must be for the period ending no more than eighteen (18) months before the Tender Submission Date.
- (iii) The audited accounts must contain the directors' report, auditors' report, statement of financial position (also referred to as balance sheet), statement of profit or loss and other comprehensive income (also referred to as income statement), statement of changes in equity, statement of cash flows and notes to the accounts.
- (iv) All such accounts must have been audited by certified public accountants (practising) or for a non-Hong Kong company, by auditors recognised by its local law.
- (v) If any such accounts are in a language other than Chinese or English, translations, certified as accurate by the respective consulate or a notary public registered in Hong Kong, must be provided.
- (vi) If the Tenderer is a joint venture or partnership, audited accounts for each member of the joint venture or partnership must be submitted if the members are incorporated bodies.

Remarks: Unaudited accounts are acceptable only if the Tenderer is an unincorporated business where audited accounts are not mandatorily required, or the Tenderer is a newly established business where the first accounts are not yet available. For unincorporated businesses, tax records such as profits tax assessment issued by the Inland Revenue Department for the past three (3) financial years (if available) should be provided. The unaudited accounts and tax records must be certified by the sole proprietor, partners or directors of the Tenderer, certified public accountants.

- (b) Management accounts with a period ending not more than three (3) months before the Tender Submission Date if this has not been covered by the latest audited accounts. The accounts shall be prepared on the same basis in accordance with accounting principles generally accepted in Hong Kong. They must be certified by (i) the sole proprietor, partners or directors of the

Tenderer, or (ii) certified public accountants ;

- (c) Projected statement of profit or loss and other comprehensive income and statements of cash flows of the Contract for each contract year and the pre-operating period (if applicable) and, if possible, those of the company during the Contract Period, setting out the revenue, details of operating expenses, capital expenditure including the initial investments and the sources of finance, and other particulars showing how the Tenderer will deal with the Contract. The projected accounts and statements must comply with the following requirements:
 - (i) They should be certified by the company's chief executive. For a joint venture or partnership, separate certification from each member of the joint venture or partnership is required.
 - (ii) The assumptions used in preparing the projections should be reasonable and must be clearly stated. All the supporting schedules and detailed calculations should also be provided.
 - (iii) The assumptions by Vannex included in the Tender Document must be reflected in the Tenderer's projections.
- (d) Original letters from bankers, where applicable, confirming lines of credit facilities available to the Tenderer and the current undrawn/unutilised balances of such credit facilities on or after a specified date (shortly before the Tender Submission Date or a date fixed by Vannex) and stipulating the expiry date of the facilities;
- (e) Copies (certified by the sole proprietor, partners, directors or company secretary of the Tenderer) of letters of undertaking, minutes of board meetings or returns of allotment of shares to support injection of capital, where applicable; and
- (f) Written confirmation from a guarantor that it is willing to provide financial support or guarantee to the Tenderer, where applicable.

24.2 Tenderers shall upon the request in writing by Vannex provide the documents mentioned in Paragraph 24.1 and any other financial and corporate information as required by Vannex for assessment of the financial capability of the Tenderer to undertake the Contract within the time stipulated in the written request by Vannex.

- 24.3 If the successful Tenderer has passed the financial assessment, it shall submit to Vannex a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to two percent (2%) of the Estimated Contract Price in accordance with Paragraph 27.3 below.
- 24.4 If the successful Tenderer fails in the financial assessment, or it is a newly established company, or it is unable to submit adequate information for conducting a meaningful financial assessment, the Tenderer shall submit to Vannex a Contract Deposit either in cash or in the form of a banker's guarantee in Hong Kong Dollars in an amount equivalent to five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, of the Estimated Contract Price in accordance with Paragraph 27.3 below.

25. Award of Contract

- 25.1 Subject to the other provisions of the Tender Document, Vannex will normally award the Contract to the Tenderer which Vannex has determined to be capable of fulfilling the terms of the Contract and whose Tender:
- (a) conforms with all the essential requirements stipulated in the Tender Document and has the lowest tender price among all the Tenders where the Invitation to Tender is not subject to a marking scheme on the technical and price aspects; or
 - (b) conforms with all the essential requirements stipulated in the Tender Document and has the highest combined technical and price score where the Invitation to Tender is subject to a marking scheme on the technical and price aspects.
- 25.2 Each Tenderer acknowledges that Vannex may elect at its sole option to accept all or any part of the Tenderer's Tender.

Vannex is not bound to accept the Tender with the lowest price offer or the Tender with the highest combined technical and price score or any Tender and reserves the right to accept all or any part of any Tender at any time within the Tender Validity Period.

26. Acceptance

A Tender shall not be regarded to have been accepted by Vannex unless Vannex issues to the successful Tenderer an acceptance in writing ("Tender Acceptance") and send it by either post or facsimile transmission to the successful Tenderer's address or facsimile number

(as the case may be) specified in the Appendix. A binding Contract between Vannex and the successful Tenderer is only constituted:

- (a) if the Tender Acceptance is sent by post, at the time of posting;
or
- (b) if the Tender Acceptance is transmitted by facsimile, at the time when a transmission report is generated by Vannex's facsimile machine, confirming that the Tender Acceptance has been transmitted to the aforementioned facsimile number.

26.2 A duplicate hard copy of the Contract, including the "Memorandum of Acceptance" duly completed by Vannex, will subsequently be delivered to the successful Tenderer evidencing the earlier acceptance by post or facsimile transmission, as the case may be.

26.3 Tenderers who do not receive any notification within the Tender Validity Period should assume that their Tenders have not been accepted.

27. Contract Deposit

27.1 Based on the rate/unit price quoted by a Tenderer in the Price Schedule, an Estimated Contract Price that may be payable by Vannex under the Contract during the Contract Period pursuant to the Tenderer's Tender will be determined by Vannex.

27.2 as security for the due and faithful performance of the Contract by the successful Tenderer, the successful Tenderer shall deposit with Vannex, within twenty-one (21) days from the date of the Tender Acceptance, an amount equivalent to two percent (2%) of the Estimated Contract Price ("Contract Deposit").

- 27.3 The successful Tenderer shall pay the Contract Deposit either in cash or in the form of a banker's guarantee. Each Tenderer should state clearly the method of providing the Contract Deposit. If the successful Tenderer fails to do so, it will be regarded to have undertaken to pay the Contract Deposit to Vannex in cash.
- 27.4 If the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, the banker's guarantee must comply with the following:
- (a) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) and acceptable to Vannex; and
 - (b) the banker's guarantee shall come into effect on the date of commencement of the Contract Period unless another date is specified in the Tender Acceptance as the date on which the banker's guarantee is to take effect. In the event that another date is so specified, the banker's guarantee shall take effect no later than such date.
- 27.5 The Contract Deposit, whether paid by way of cash or banker's guarantee shall be returned to the Contractor or released in accordance with the Contract.

28. Complaints about Tendering Process or Contract Award

The tendering process is subject to internal monitoring to ensure that the relevant contract is awarded properly and fairly. Any Tenderer who feels that its Tender has not been fairly evaluated may write to Vannex Representative who will personally examine the complaint and refer it to the approving authority/relevant tender boards for consideration if the complaint relates to the tendering system or procedures followed. The Tenderer should lodge the complaint within three (3) months after the award of Contract.

29. Documents of Unsuccessful Tenderers

- 29.1 Vannex may destroy all documents submitted by unsuccessful Tenderers three (3) months after the Contract has been constituted under Paragraph 26.1.

30. Consent to Disclosure

- 30.1 Vannex may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Tenderer) without any further reference to or consent from the successful Tenderer or any other Tenderer, particulars of the Services to be provided by the successful Tenderer, the date of the award, the name and address of the successful Tenderer and the Estimated Contract Price.
- 30.2 Nothing in Paragraph 30.1 shall prejudice Vannex's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Paragraph 30.1) if the disclosure is made under any one of the following circumstances:
- (a) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong) or any other person employed, used or engaged by Vannex (including agents, advisers, contractors and consultants);
 - (b) the disclosure of any information already known to the recipient;
 - (c) the disclosure of any information which is public knowledge;
 - (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or tribunal with competent jurisdiction; or
 - (e) without prejudice to the power of Vannex under Paragraph 30.1, to the extent the information relates to a Tenderer, with the prior written consent of that Tenderer.

PART 2

GENERAL CONDITIONS OF CONTRACT

1. Total Services and Variation

- 1.1 The Services to be performed under the Contract shall be as laid down in the Inspecting Officer Service Specifications, Special Conditions of Contract and Schedule (if any) and shall be carried out, as and when required, to the satisfaction of the. All orders placed under the Contract shall be issued in writing and Vannex will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- 1.2 The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Special Conditions of Contract and Schedule (if any) except as directed in writing by the Representative of Vannex; but the Representative of Vannex may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Special Conditions of Contract and Schedule (if any).
- 1.3 Where a variation has been made to the Contract the amount to be added to or deducted from the Contract Price in accordance with that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable and where rates are not contained in the Price Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

2. Contractor's Acknowledgement, Obligations and Contract Performance

- 2.1 The Contractor acknowledges and agrees that it has been supplied with sufficient information to enable it to provide to Vannex the Services, which shall comply fully with the requirements set out in the Service Specifications and other provisions of the Contract. The Contractor shall not be entitled to any additional payment nor be excused from any liability under the Contract as a consequence of any misinterpretation by the Contractor of any matter or fact relating to the Service Specifications or any other provisions of the Contract.
- 2.2 The Contractor further acknowledges that Vannex relies on the skill and

judgment of the Contractor in the provision of the Services and the performance of its obligations under the Contract.

- 2.3 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel and with all due care, skill and diligence; and
 - (b) in accordance with Good Industry Practice.
- 2.4 The Contractor shall comply with all applicable laws and regulations. In particular, the Contractor shall:
- (a) comply with the Employment Ordinance (Chapter 57 of the Laws of Hong Kong) and the Immigration Ordinance (Chapter 115 of the Laws of Hong Kong). The Contractor shall not employ any persons who are forbidden by the laws of Hong Kong or are not entitled for whatever reasons to undertake any employment in Hong Kong;
 - (b) make its own arrangements to provide Mandatory Provident Fund Schemes to its employees in accordance with the provisions of the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); and
 - (c) comply with the requirements of the Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong) and any other legal provisions pertaining to the health and safety of the personnel, government staff and others who may be affected by its performance of Services.
- 2.5 The Contractor shall secure, obtain and maintain throughout the Contract Period all and any governmental authorisations, approvals, permits or licences which may be required or necessary in connection with the performance of the Contract and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licences.
- 2.6 The Contractor shall pay all taxes, duties, fees, charges, assessments of any nature levied by relevant governmental authorities and to pay the fines and penalties imposed for any offence or infringement by the Contractor under any laws or regulations in connection with the performance of the Contract.
- 2.7 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied by the Contractor to Vannex in connection with the Services. Without prejudice to any other provisions of the Contract, the Contractor shall indemnify Vannex against all losses and

damages arising from, and costs and expenses incurred in connection with, any discrepancies, errors or omissions therein.

- 2.8 If at the request of the Contractor assistance of any Vannex's staff is provided after normal business hours, the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Vannex's staff directly engaged in such assistance.

3. Warranties and Representations

- 3.1 The Contractor warrants, represents and undertakes that:

- (a) the Contractor and its sub-contractors, their employees and agents shall have the necessary training, skill, experience, qualifications and expertise to provide the Services on the terms and conditions set out in the Contract;
- (b) the Contractor shall carry out the Services with all due diligence and in a timely, safe, proper, skilful and workmanlike manner;
- (c) the Services shall conform in all respects to the Service Specifications and conditions under the Contract;
- (d) it shall not employ any illegal workers to carry out its obligations under the Contract;
- (e) the Contractor has full power, capacity and authority to enter into the Contract and to perform its obligations under the Contract;
- (f) the Contract constitutes valid, legally binding obligations of the Contractor enforceable in accordance with its terms;
- (g) all authorisations, approvals, consents, licences, exemptions and other requirements of any governmental, administrative or other authority or body in any relevant jurisdiction which are required to authorise the Contractor to execute, deliver and perform the Contractor's obligations under the Contract (including where its procedures so require, the consent of its parent company) have been duly and unconditionally obtained and are in full force and effect and the use of the Services by Vannex will not contravene any applicable laws;

- (h) all information supplied, and statements and representations made by or on behalf of the Contractor in or in relation to its Tender and the Contract are true, accurate and complete;
 - (i) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Contractor's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - (j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (k) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Contractor's assets or revenue;
 - (l) it owns, has obtained and is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
 - (m) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under the Contract.
- 3.2 The warranties, representations and undertakings, expressed or implied, contained in Clause 3.1 and other provisions of the Contract (collectively, "Warranties" and each, a "Warranty") shall be true without limitation in time, save that in case of any Warranty expressed to be effective during the Contract Period, it shall be true on each day of the Contract Period as if it is repeated on each such day.
- 3.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of the Contract.

- 3.4 Unless otherwise expressly excluded from or provided to the contrary in the Contract, the rights, duties and liabilities imposed on a service provider and the rights conferred on the party contracting with the service provider under the Supply of Services (Implied Terms) Ordinance (Chapter 457 of the Laws of Hong Kong) apply to bind the Contractor and Vannex respectively.

4. Costs and Expenses

Save as otherwise expressly provided for in the Contract, the Contractor shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

5. Order and Provision of Services

- 5.1 Whenever required by Vannex by a written order signed by the Vannex Representative (“Order”) specifying:

- (a) the Services to be provided to Vannex;
- (b) the date and time for provision of the Services referred to in (a); and
- (c) the conditions, if any, applicable to the provision of the Services referred to in (a),

the Contractor shall provide to Vannex the Services so specified in the Order in accordance with the Order and the provisions of the Contract.

- 5.2 If no date and time for provision of the Services is specified in an Order, the Contractor shall provide the Services specified in the Order within fourteen (14) working days from the date of the Order.
- 5.3 Time shall be of the essence as regards each provision of the Services specified in an Order.
- 5.4 Notwithstanding any provision of the Contract, due provision of any Services to Vannex shall not be regarded to have taken place unless and until such Services are accepted by Vannex.

6. Inspection

- 6.1 The Services performed shall be subject to inspection and certification by the Inspecting Officer and/or the Vannex Representative. Upon breach of any term or condition of the Contract by the Contractor, including but

not limited to failure to comply with the performance requirements in accordance with the Service Specifications, Vannex shall be entitled to reject unsatisfactory performance of the Services and withhold payment of the Contract Price until the deficiencies or defects have been rectified by the Contractor.

- 6.2 In the event that the Contractor, its sub-contractors or any of the Services performed shall fail to comply with any of the requirements of the Contract, or in the event that there is a breach of or non-compliance with any warranty, undertaking or obligation on the part of the Contractor to observe and perform which is capable of remedy, Vannex may by notice in writing to the Contractor at any time require the Contractor to make good the defect, deficiency or remedy the breach at its sole costs and expenses within such time as may be stipulated by Vannex in the notice.

7. Non-exclusive Contract

Nothing in the Contract shall preclude Vannex from procuring any Services from any other person.

8. Property

When Vannex property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus twenty percent (20%). A count of the articles or material in the possession of the Contractor may be made at any time by Vannex Representative and the Contractor shall render such assistance as is necessary for this purpose.

9. Premises/Contractor's Premises

- 9.1 The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Vannex premises as are necessary for the due discharge of the Contractor's obligations under the Contract.

- 9.2 Where the Services are carried out on the Contractor's premises, such premises shall be open to inspection by Vannex Representative or Inspecting Officer at all reasonable times.
- 9.3 The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Vannex premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify Vannex in respect of any loss or damage to such premises, piers or wharves.

10. Payment of the Contract Price

- 10.1 In consideration of the Contractor's due and proper performance of all its obligations in accordance with the Contract, Vannex shall pay the Contractor the Contract Price in accordance with the payment timetable set out in the Price Schedule.
- 10.2 Notwithstanding any provision in the Contract, unless otherwise agreed in writing by Vannex, in respect of any Services provided to Vannex, Vannex shall not have any obligation to pay the Contractor any Contract Price for such Services unless and until the Services have been accepted by Vannex. Vannex shall pay the Contractor the Contract Price within sixty (60) days after the date of acceptance of the Services.
- 10.3 The Contract Price is inclusive of all charges for provision of Services. Subject to Clause 1 and save as otherwise expressly provided for in the Contract, the Contractor shall not be entitled to any adjustment in the Contract Price for any reason (including foreign exchange fluctuations).
- 10.4 In the event that the Contractor has made a standing offer to provide the Services to Vannex if and when demanded during the Contract Period, the Contractor and Vannex hereby acknowledge and agree that the consideration for the standing offer shall be On Hong Kong Dollar, payable by Vannex to the Contractor, if demanded, and that the Contractor irrevocably undertakes to keep the standing offer open throughout the Contract Period.
- 10.5 The Contractor shall invoice Vannex for any payment of the Contract Price. In respect of each provision of the Services, the Contractor shall deliver to Vannex an invoice setting out the particulars of the Services provided (including the unit rate), the Order number (if any), the amount of Contract Price payable for the Services and such other information as the Vannex Representative may require from time to time.
- 10.6 Notwithstanding any provision of the Contract, Vannex is entitled to withhold payment of all or any part of the Contract Price and any other sum

payable by Vannnex to the Contractor under the Contract if:

- (a) the Contractor fails to observe or perform any provision of the Contract;
 - (b) Vannnex disputes on any reasonable ground its obligation to pay the amount in question;
 - (c) Vannnex has reasonable grounds to believe that the Contractor is or will be liable to Vannnex under any provision of the Contract for the loss or damage suffered by Vannnex; or
 - (d) withholding of payment is required by any applicable law.
- 10.7 No payment made by Vannnex under the Contract shall prejudice or carry any implication whatsoever on any rights or cause of action which has accrued or may accrue, or any remedy available, to Vannnex in respect of any breach of the Contract by the Contractor.

11. Contract Deposit

- 11.1 If the Estimated Contract Price exceeds HK\$10 million, as security for the due and faithful performance of the Contract by the Contractor, the Contractor shall deposit with Vannnex within twenty-one (21) days from the date of Tender Acceptance, an amount specified in Paragraph 27.2 or 27.3 of the Terms of Tender (“Contract Deposit”).
- 11.2 If the Contractor fails to comply with Clause 11.1, Vannnex may terminate the Contract immediately.
- 11.3 Without prejudice to Clause 11.2, if the Contractor fails to comply with Clause 11.1, Vannnex may withhold from any sum due or payable by Vannnex to the Contractor from time to time, such amount which in aggregate does not exceed the amount of Contract Deposit payable to Vannnex under Clause 11.1. Vannnex may apply the amount so withheld to satisfy the Contractor’s obligation under Clause 11.1 in full or in part, and to the extent that the amount is so applied, the latter amount shall be treated as Contract Deposit paid in cash pursuant to Clause 11.1.

11.4 If:

- (a) the Contractor fails to comply with any provision of the Contract, Vannex may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount of costs, losses, damages or expenses suffered or incurred by Vannex arising from or relating to such failure; or
- (b) any amount is due or payable by the Contractor to Vannex under the Contract, Vannex may deduct from the Contract Deposit paid in cash, or call on the banker's guarantee, to recover the amount due or payable, in each case irrespective of whether or not a demand for payment has been made against the Contractor.

11.5 The Contract Deposit (whether paid in cash or in the form of the banker's guarantee) may be deducted or called on by Vannex without Vannex first having recourse to any other security or rights or taking any other steps or proceedings against the Contractor or any other person, and may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Contractor to Vannex.

11.6 If any deduction is made by Vannex from the Contract Deposit or a call is made on the banker's guarantee any time prior to the expiry or termination of the Contract, the Contractor shall, within twenty-one (21) days after the date of the written demand by Vannex, deposit a further sum or provide a further banker's guarantee, in a sum equal to the amount so deducted or so called, which further sum shall be added to the residue and form part of the Contract Deposit. If the Contractor is required to provide a further banker's guarantee under this Clause, the further banker's guarantee must comply with the requirements in Paragraphs 27.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution.

11.7 If based on the Orders issued by Vannex under Clause 5.1, Vannex determines that the total Contract Price payable by it for such Orders is likely to exceed the Estimated Contract Price, Vannex may, by written notice to the Contractor, require the Contractor to submit to Vannex such additional amount as further Contract Deposit such that the Contract Deposit shall at all times during the Contract Period be an amount equivalent to two percent (2%) (or five percent (5%) or the percentage specified in the Terms of Tender (Supplement), if any, whichever is the higher, if the Contractor failed in the financial assessment under Paragraph 24 of the Terms of Tender in the tender evaluation stage) of the Estimated Contract Price specified by Vannex in the notice.

- 11.8 If a notice is issued by Vannex under Clause 11.7, the Contractor shall within twenty-one (21) days deliver to Vannex the additional amount of further Contract Deposit required in the notice in the form of either cash or a further banker's guarantee. The further banker's guarantee must comply with the requirements in Paragraphs 27.5(a) and (b) of the Terms of Tender and shall come into operation on the date of its execution. A further Contract Deposit paid by the Contractor to Vannex shall form part of the Contract Deposit.
- 11.9 If the Contractor fails to comply with Clause 11.6, 11.7 or 11.8, Vannex may terminate the Contract immediately.
- 11.10 Upon the expiry or termination of the Contract:
- (a) if the Contract Deposit is paid in cash, Vannex shall, after deducting the sums due from the Contractor to Vannex, return the balance of the Contract Deposit in cash and without interest to the Contractor three (3) months after completion of all the obligations under the Contract by the Contractor to Vannex's satisfaction, or the expiry or termination of the Contract, whichever is the later;
 - (b) if the Contract Deposit is paid by way of a banker's guarantee, the banker's guarantee shall be discharged and released in accordance with its terms.

12. Variations

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Contractor and Vannex.

13. Liability and Indemnities

- 13.1 Neither Vannex nor any of its employees or agents shall be under any liability whatsoever for or in respect of:
- (a) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of Vannex or any of its employees or agents or otherwise); or

- (b) any injury to or death of the Contractor (in the case where the Contractor is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of Vannex or any of its employees or agents.

13.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify each of Vannex and its employees and agents (each an “Indemnified Person”) against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against an Indemnified Person (“Claims”); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including (i) all legal fees and other awards, costs, payments, charges and expenses and (ii) any loss or damage sustained by or any injury to or death of any person in consequence of any Negligence of the Contractor or any of its employees, sub-contractors or agents) which an Indemnified Person may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of the Contract by the Contractor, its employees, agents or sub-contractors;
- (ii) the negligence, recklessness, tortious acts or wilful omission of the Contractor, its employees, agents or sub-contractors;
- (iii) any default, unauthorised act or wilful misconduct of the Contractor, its employees, agents or sub-contractor(s);
- (iv) any claim that the use or possession of the Materials infringes the Intellectual Property Rights of any person; or
- (v) the non-compliance by the Contractor, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority.

13.3 The indemnity under Clause 13.2 shall not apply to any injury or death caused by the Negligence of an Indemnified Person.

- 13.4 In the event of any person suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall verbally inform Vannex Representative as early as practicable and deliver to Vannex a written report within seven (7) working days after the occurrence of the injury or death, or on an earlier date specified by Vannex Representative.
- 13.5 For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
- 13.6 The indemnities, payment and compensation given in pursuance of the Contract by the Contractor shall not be affected or reduced by reason of any failure or omission of Vannex in enforcing any of the terms and conditions of the Contract.

14. Termination

14.1 If:

- (a) the Contractor fails to provide to Vannex any Services specified in an Order within the time as specified in the Order or in accordance with Clause 5.2;
- (b) any Services are rejected pursuant to the Contract;
- (c) the Contractor fails to provide to Vannex rectified Services by the date specified by Vannex Representative pursuant to Clause 6.2;
- (d) the Contractor commits a fundamental breach of any term of the Contract;
- (e) the Contractor is in breach of any other provision of the Contract which in the opinion of Vannex is not capable of remedy;
- (f) the Contractor commits a breach of any other provision of the Contract which is capable of remedy and fails to remedy the same within seven (7) days of service of notice by Vannex (or such longer period as specified in the notice) requiring such remedy;
- (g) the Contractor is in breach of any of its warranties and undertakings under the Contract;

- (h) the Contractor has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract;
- (i) the Contractor, any officer (including director), employee, agent or sub-contractor of the Contractor commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Contractor with Vannex; or
- (j) Vannex is given the right to terminate the Contract under any other provision of the Contract,

Vannex may by written notice to the Contractor terminate the Contract immediately.

14.2 Vannex may also by written notice to the Contractor terminate the Contract immediately upon the occurrence of any of the following events:

- (a) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) if the Contractor is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
- (c) a petition is presented for the winding-up or bankruptcy of the Contractor, which is not dismissed within fourteen (14) days after the petition is presented;
- (d) the Contractor is or becomes insolvent, or any order is made for the Contractor's bankruptcy;
- (e) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Contractor's business or assets;
- (f) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (g) Vannex reasonably apprehends that any of the events mentioned above is about to occur; or

- (h) a Force Majeure Event occurs in such manner entitling Vannex to terminate the Contract under Clause 26.7.
- 14.3 Vannex may at any time suspend or terminate the Contract by giving the Contractor thirty (30) working days prior written notice.
- 14.4 On termination of the Contract for any reason, Vannex is under no further obligation to the Contractor under the Contract without thereby releasing the Contractor from any of its liabilities under the Contract, or affecting any rights and powers conferred upon Vannex by the Contract.
- 14.5 The expiry or termination of the Contract shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 14.6 If the Contract is terminated under Clause 14.1 and Vannex makes other arrangements for the provision of any Services from any other source, Vannex may recover from the Contractor: (a) any amount in excess of the Contract Price incurred by Vannex in engaging another contractor to complete the uncompleted Services and all costs and expenses incurred in making the arrangements for the same including conducting tender for the uncompleted Services; and (b) any additional expenditure incurred by Vannex in connection with a default by the Contractor referred to in Clause 14.1. If the Contract is so terminated, until Vannex has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by Vannex to the Contractor for the Services provided by the Contractor prior to termination and in accordance with the Contract for which payment has yet to be made by Vannex.
- 14.7 On the expiry or termination of the Contract for any reason, the Contractor shall:
 - (a) immediately return to Vannex all documents containing confidential information, personal data and such other information, property and materials in the possession or under the control of the Contractor or any of its sub-contractors and agents, which was obtained or produced in the course of providing the Services;
 - (b) assist and co-operate with Vannex to ensure an orderly transition of the provision of the Services to such person specified by Vannex Representative and/or the completion of any work-in-progress;

- (c) within twenty-eight (28) days of the date of termination compile and submit to Vannex a report of all relevant information, facts, data, findings and conclusions in respect of the Services which have been provided up to the effective date of termination; and
 - (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by Vannex for the purposes of adequately understanding the manner in which the Services have been provided or the purpose of allowing Vannex or a replacement contractor to conduct due diligence.
- 14.8 Save as otherwise expressly provided for in the Contract, no compensation whatsoever (including compensation for any loss or expense arising from any consequential loss or damage, or loss of opportunity, suffered or incurred by the Contractor) shall be payable by Vannex to the Contractor as a result of any suspension or early termination of the Contract by Vannex.

15. Intellectual Property Rights

- 15.1 Vannex shall be the exclusive owner of the Materials. All the Intellectual Property Rights in the Materials shall vest in Vannex at the time they are created. Subject to Clause 15.3, the Contractor warrants that such Materials are original works developed by or on behalf of the Contractor.
- 15.2 The Contractor shall not use or allow to be used directly or indirectly the Materials except for the performance of its obligations under the Contract or except with the prior written approval of Vannex. “Use” includes any acts restricted by copyright (including reproduction) set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).
- 15.3 If materials from other copyright works or Intellectual Property Rights from other sources are included in the Materials or any software and materials are supplied or used by the Contractor in the performance of the Contract and the Intellectual Property Rights are vested in a third party, the Contractor shall identify such materials to Vannex and keep Vannex informed in writing of such third party materials.

15.4 The Contractor warrants that:

- (a) it has or shall have a valid and continuing licence under which it is entitled to use or sub-license such third party materials and the third party Intellectual Property Rights for itself and for Vannex and its authorised users to use such third party materials;
- (b) prior to the use and incorporation of such third party materials, the Contractor shall have obtained the grant of all necessary clearances for itself and for Vannex and its authorised users authorising the use of such third party materials for the purposes contemplated under the Contract;
- (c) the provision of the Services by the Contractor and the use or possession by Vannex and its authorised users of the Materials including the third party materials for any of the purposes contemplated by the Contract does not and will not infringe any Intellectual Property Rights of any person; and
- (d) the exercise of any of the rights granted under the Contract by Vannex and its authorised users will not infringe any Intellectual Property Rights of any person.

15.5 The Contractor hereby waives and will procure its officers, employees, agents, sub-contractors and all authors concerned to waive all moral rights (whether past, present or future) in respect of the Materials to which they may now or at any time in the future be entitled under the Copyright Ordinance and under any similar law in force from time to time anywhere in the world. Such waiver shall operate in favour of Vannex, its authorised users and licensees and shall take effect upon delivery of the relevant Materials.

15.6 The Contractor shall at its own costs execute or procure the execution of any further assignments, deeds, licence, documents and instruments and do or procure the doing of any further things as may be necessary to give full effect to this Clause.

15.7 The provisions of this Clause shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

16. Conflict of Interest

16.1 The Contractor shall during the Contract Period and for three (3) months thereafter:

- (a) ensure that it (including each and every employee of the Contractor) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Contractor's duties or obligations under the Contract without the prior written approval of Vannex (which approval shall not be unreasonably refused or delayed); and
 - (b) forthwith notify Vannex in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Contractor or any of the Contractor's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.
- 16.2 The Contractor shall ensure that each of its associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of the Contractor's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Contractor and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's obligations under this Contract.
- 16.3 In the Contract:
- (a) "associate" in relation to any person means:
 - (i) a relative or partner of that person; or
 - (ii) a company one or more of whose directors is in common with one or more of the directors of that person;

- (b) “associated person” in relation to another person means:
 - (i) any person who has control, directly or indirectly, over the other;
 - (ii) any person who is controlled, directly or indirectly, by the other; or
 - (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) “control” in relation to another person means the power of a person to secure:
 - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;
 - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
 - (iii) by virtue of holding office as a director in that or any other person;

that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;
- (d) “director” means any person occupying the position of a director by whatever name called and includes a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

17. Confidentiality

- 17.1 The Contractor shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), in whatever form or media, which Vannex has for the purposes of or in the course of

performing the Contract, supplied, made available or communicated to the Contractor or which may come to the Contractor's knowledge or be accessible by the Contractor in the course of carrying out the Services and all advices, recommendations, documents, materials and data given by the Contractor to Vannex under the Contract ("Confidential Information"). The Contractor's obligations under this Clause 17 shall not extend to any information which was rightfully in the possession of the Contractor prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).

- 17.2 Without prejudice to any other provision of the Contract, the Contractor shall indemnify and keep Vannex and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of:
- (a) a breach of confidence (whether under the Contract or general law) by the Contractor or any of its employees, agents or sub-contractors;
 - (b) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Contractor or any of its employees, agents or sub-contractors in connection with the performance of the Contract; and
 - (c) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Chapter 593 of the Laws of Hong Kong).
- 17.3 The Contractor shall use the Confidential Information solely for the purposes of the Contract. The Contractor shall not, at any time whether during the Contract Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without Vannex's prior written consent.
- 17.4 The Contractor shall not disclose the Confidential Information to any third parties except in confidence to such of the Contractor's employees, agents or sub-contractors who need to know the same for the purposes of the Contract.

- 17.5 The Contractor undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- 17.6 The Contractor shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by Vannex from time to time.
- 17.7 The Contractor shall ensure that each of its employees, agents, sub-contractors, and any other persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause 17 and the Official Secrets Ordinance (Chapter 521 of the Laws of Hong Kong).
- 17.8 The Contractor undertakes, if so requested by Vannex, to deliver to Vannex on such date as specified by Vannex, separate confidentiality agreements duly executed by the Contractor and/or each person to whom any Confidential Information is to be disclosed by the Contractor in accordance with the Contract. The Contractor shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by Vannex.
- 17.9 The Contractor further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, license, sub-license, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- 17.10 If the Contractor becomes aware of any breach of confidence by any of its employees, agents or sub-contractors, it shall promptly notify the Vannex and give Vannex all reasonable assistance in connection with any action or proceedings which Vannex may take or institute against any such persons.
- 17.11 Vannex may request the Contractor in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Contractor shall comply with any such request from Vannex within seven (7) days of receipt of such request.
- 17.12 The provisions of this Clause 17 shall survive the expiry or termination of the Contract and shall continue in full force and effect notwithstanding such expiry or termination.

18. Probity

18.1 The Contractor acknowledges it has been reminded that:

- (a) dishonesty, theft and corruption on its part or that of its employees, agents or sub-contractors are criminal offences and may lead to prosecution under section 9 of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), sections 17, 18D and 19 of the Theft Ordinance (Chapter 210 of the Laws of Hong Kong) and section 161 of the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong);
- (b) the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance is not permitted.

18.2 The Contractor shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Contractor shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.

18.3 Vannex may terminate the Contract immediately if the Contractor or any of its employees, agents and sub-contractors is convicted of an offence under the Prevention of Bribery Ordinance, the Theft Ordinance or the Crimes Ordinance.

18.4 The Contractor shall within two (2) weeks after the commencement of the Contract draw up and submit a staff code of conduct to Vannex Representative including, among other probity issues, a statement explicitly prohibiting its sub-contractor (if any), or any person employed by it to provide the Services from soliciting or accepting any form of advantages in discharging his duties under the Contract. It shall ensure that its sub-contractor (if any), or any person employed by it to provide the Services is well aware of the prohibited acts explicitly stated in Clause 18.2 and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

19. Insurance

19.1 The Contractor shall effect and maintain throughout the Contract Period a policy or policies of insurance providing an adequate level of cover in

respect of all risks which may be incurred by the Contractor in connection with the performance or attempted performance of its obligations under the Contract, including death, personal injury, loss of or damage to property or any other loss. Such insurances shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The insurance company or companies shall be authorised under the Insurance Companies Ordinance (Chapter 41 of the Laws of Hong Kong).

- 19.2 Without prejudice to Clause 19.1, the Contractor shall effect and maintain employer's liability insurance in respect of all its employees and other staff in accordance with all applicable legal requirements.
- 19.3 If required by Vannex, the Contractor shall deliver to Vannex copies of all insurance policies referred to in the Contract together with receipts or other evidence of payment of the latest premium due under the policies.
- 19.4 The Contractor shall be responsible for lodging claims with the insurance company and shall notify the insurance company within the time period specified in the policy of the occurrence of any event liable to give rise to a claim.
- 19.5 If the Contractor fails to give effect to or maintain any insurance required under the Contract, Vannex may make such alternative arrangements as it considers appropriate to protect its interests and may recover from the Contractor the costs of putting such in place and maintaining such arrangements.
- 19.6 No provision in any insurance and no amount of insurance covered shall relieve the Contractor of any liability under the Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under the Contract.

20. Process Agent

If the Contractor is not a Hong Kong resident, the Contractor irrevocably appoints the person whose name and address are set out in the Appendix as its process agent to receive on its behalf service of process of any legal action or proceedings arising out of or in connection with the Contract in Hong Kong. Service upon the

process agent shall be good service upon the Contractor whether or not it is forwarded to and received by the Contractor. If, for any reason, the process agent ceases to be or ceases to be able to act as process agent, or no longer has an address in Hong Kong, the Contractor hereby agrees to appoint a substitute process agent with an address in Hong Kong acceptable to Vannex and to deliver to Vannex a copy of the substitute process agent's acceptance of that appointment within thirty (30) days. In the event that the Contractor fails to appoint a substitute process agent, or fails to notify Vannex of the name and address for service of that substitute process agent, it shall be effective service for Vannex to serve the process upon the last known address in Hong Kong of the last known process agent for the Contractor notified to Vannex notwithstanding that such process agent is no longer found at such address or has ceased to act or has ceased to be able to act.

21. Relationship of the Parties

The Contractor enters into the Contract with Vannex as an independent contractor only and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership, or a joint venture between Vannex and the Contractor. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

22. Assignment and Sub-contracting

- 22.1 Unless otherwise provided for in the Contract, the Contractor shall not, without the prior written consent of Vannex, assign, transfer, sub- contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Contractor shall be personal to it.
- 22.2 The Contractor shall submit the proposed sub-contract to Vannex for approval. Vannex reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract shall be deposited with Vannex within seven (7) days after the effective date of the sub- contract.
- 22.3 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

23. Disclosure of Information

The Contractor hereby irrevocably authorises, consents and agrees that Vannex may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Contractor, disclose to any person in such form and manner as Vannex considers fit:

- (a) the Services provided or to be provided by the Contractor;
- (b) the Estimated Contract Price and any other fees, cost and expense payable to the Contractor pursuant to the Contract;
- (c) the price proposal submitted prior to the date of the Contract by the Contractor to Vannex in relation to the Services; and
- (d) the engagement by Vannex of the Contractor under the Contract and the name and address of the Contractor and persons appointed or engaged by the Contractor to assist in the performance of the Contract.

24. Publicity

- 24.1 Whether before, during or after the expiry or termination of the Contract Period, the Contractor shall not use Vannex's name in any document, publication, advertisement or publicity material without the prior written consent of Vannex.
- 24.2 Subject to Clause 24.1, the Contractor shall submit to Vannex Representative for approval all the proposed advertising or other publicity material relating to the Contract, the Services or other services provided or other work done in connection with the Contract wherein Vannex's name is mentioned or language used from which a connection with Vannex can reasonably be inferred or implied.
- 24.3 Notwithstanding any consent or approval given under Clause 24.1 or 24.2, whenever required by Vannex, the Contractor shall remove all advertisement and publicity material relating to the Contract wherein Vannex is mentioned or language used from which a connection with Vannex can reasonably be inferred or implied and the Contractor must comply with such request.

25. Vicarious Liability

Any act, default, neglect or omission of any officers, employees, agents or sub-contractors of the Contractor shall be deemed to be the act, default, neglect or

omission of the Contractor.

26. Force Majeure

- 26.1 If the Contractor becomes aware of any matter likely to constitute a Force Majeure Event, the Contractor shall forthwith notify Vannex in writing of that matter and all relevant particulars.
- 26.2 Within three (3) days after the occurrence of a Force Majeure Event, the Contractor shall notify Vannex in writing of the full particulars of the Force Majeure Event including its nature, extent and likely duration of its effect on the Contractor's ability to perform its obligation under the Contract. In the event of an occurrence of a Force Majeure Event, Vannex may on its own issue a notice to the Contractor noting the occurrence of the Force Majeure Event and requiring the Contractor to suspend all or any of the obligations under the Contract. A notice issued by the Contractor or Vannex pursuant to this Clause is hereinafter referred to as the "Suspension Notice".
- 26.3 Following the issue of a Suspension Notice by the Contractor or Vannex, the Contractor shall keep Vannex informed at reasonable intervals, and upon the request of Vannex, of:
- (a) the likely duration of the relevant Force Majeure Event and of its effect on the Contractor's ability to perform its obligations under the Contract;
 - (b) the actions taken or proposed to be taken by the Contractor to mitigate or minimise the effects of that Force Majeure Event; and
 - (c) any other matters relevant to that Force Majeure Event or the Contractor's performance affected by that Force Majeure Event.
- 26.4 To the extent that the performance of obligations by the Contractor under the Contract is prevented by a Force Majeure Event, the Contractor's performance of such obligations will, subject to Clause 26.5, be suspended to that extent from the date the Contractor or Vannex gives a Suspension Notice in respect of that Force Majeure Event until the Contractor ceases to be so prevented ("Cessation Date"). Notwithstanding anything in the Contract to the contrary, as soon as Vannex issues a Suspension Notice to the Contractor, the Contractor shall forthwith

suspend the performance of the obligations to the extent specified in the Suspension Notice.

26.5 During the suspension of any obligations under Clause 26.4:

- (a) the Contractor shall use its best endeavours (including incurring any reasonable expenses and re-deploying its manpower and resources) to remove or mitigate the effect of each Force Majeure Event on the Contractor's performance of the obligations under the Contract;
- (b) Vannex may make alternative arrangements for the performance of any suspended obligations, whether by another person or otherwise; and
- (c) the Contractor shall not be entitled to any cost, fee or charge or such pro rata portion thereof in respect of the suspended obligations for the suspended period.

26.6 As soon as the relevant Force Majeure Event has ended, the Contractor shall forthwith notify Vannex of the Cessation Date, or Vannex may on its own, after consultation with the Contractor, by notice in writing to the Contractor, determine the appropriate Cessation Date. The Contractor shall immediately after the Cessation Date resume performance of the suspended obligations in accordance with the terms and conditions of the Contract. In the event of any disagreement between Vannex and the Contractor on the appropriate Cessation Date, Vannex's decision shall be final in the absence of manifest error.

26.7 Should suspension of the performance by the Contractor of its obligations under the Contract persist or be likely to persist as a result of a Force Majeure Event, Vannex shall be entitled to terminate the Contract pursuant to Clause 14.2.

26.8 The Contractor shall ensure that provisions similar to this Clause 26 are incorporated in all its contracts with sub-contractors made pursuant to this Contract.

27. Retention of Records

The Contractor shall keep and maintain until six (6) years after the expiry of the Contract, or such longer period as may be agreed by the parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by Vannex, and all payments made by Vannex. If requested by Vannex, the Contractor shall afford Vannex or its representative access to the records as may be requested by Vannex.

28. Notices

- 28.1 Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number or email address set out in the Appendix (or such other postal address, facsimile number or email address as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).
- 28.2 Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 28.1 and, if so addressed, shall be deemed to have been duly given or made as follows:
- (a) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
 - (b) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting;
 - (c) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission;
 - (d) if sent by email, when actually received in a form readable by an individual.

29. Entire Agreement

- 29.1 The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by Vannex.
- 29.2 All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Services (except insofar as those obligations which have been fully performed).

30. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of

the courts of Hong Kong in relation to any matters arising out of the Contract.

31. Severability

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

32. Waiver

32.1 No failure, delay, forbearance or indulgence by any party to the Contract to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under the Contract shall be cumulative and not exclusive of any other rights, power or remedies provided by the Contract, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

32.2 Without prejudice to the generality of Clause 32.1, any right of termination of the Contract or any other right, power or remedy of whatsoever nature conferred upon Vannex under the Contract shall be exercisable by it in addition to and without prejudice to any other rights and remedies available to it under the Contract or at law (and, without prejudice to the generality of the foregoing, shall not extinguish any right to damages to which Vannex may be entitled in respect of the breach of the Contract) and no exercise or failure to exercise a right of termination shall constitute a waiver by Vannex of any other right, power or remedy.

33. Recovery of Sums Due

Where the Contractor has incurred any liability to Vannex, whether at law or in equity and whether such liability is liquidated or unliquidated, Vannex may set off, whether by way of equitable set off or at common law the amount of such liquidated liability and a reasonable estimate of the amount of any unliquidated liability, against any sum then due or which at any time thereafter may become due from Vannex to the Contractor under the Contract or any other contract made between Vannex and the Contractor.

34. Assistance in Legal Proceedings

- 34.1 If and whenever requested to do so by the Vannex Representative, the Contractor shall provide to Vannex all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which Vannex may become involved or any internal disciplinary hearing of Vannex that arises out of or in connection with the Contract or the Contractor's presence at Vannex's premises. If requested by Vannex, the Contractor shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.
- 34.2 Where the Contractor or any employees, agents or contractors of the Contractor become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against Vannex or the Contractor or in respect of the Contract, it shall notify Vannex Representative immediately in writing giving full details of such incident, accident or matter as Vannex Representative may require.

35. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

36. Order of Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the Clauses of the Contract, any document referred to in those Clauses and the Schedules, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Special Conditions of Contract;
- (b) Service Specifications;
- (c) Schedules;
- (d) General Conditions of Contract; and
- (e) any other materials which were submitted by the Contractor as part of its Tender and attached to the Contract.

Special Conditions of Contract
特別合約條款

1 特別合約條款

1.1 合約期

合約及服務開始日期為2026年10月10日或Vannex以書面指定的時間開始，合約期為80日。為免產生疑問，Vannex須在合約生效前以書面確認合約開始生效時間。

1.2 服務要求

废家电的环保回收处理及循环再造生产线採購及安裝項目

- 1.2.1 承辦商必須遵從「服務規格」的要求執行合約。若然承辦商不同意或執行合約期間不遵從本條款，本會有權即時中止合約。
- 1.2.2 承辦商應提供完整的循環再造生產線的生產、運輸、安裝、調試、培訓和售後維修服務。
- 1.2.3 承辦商必須在合約正式生效的 80 個自然日內，完成循環再造生產線的生產、運輸、安裝、調試的服務內容。
- 1.2.4 承辦商應提供 2 年的免費保修服務，並提供超出 2 年的保修時限後的維修服務的收費明細。
- 1.2.5 承辦商接到 Vannex 的售後維修服務請求 24 小時內給出維修回應，並在 3 個工作日內安排技術人員到 Vannex 的工廠進行設備現場維修。
- 1.2.6 承辦商在投標技術方案中必須明確循環再造生產線的設備構成，性能參數，能耗等，並闡明其技術先進性，循環材料回收率不得低於 90%。
- 1.2.7 承辦商需安排至少一位員工作為合約期的統籌人，負責與 Vannex 進行聯絡對接，解答合約期間 Vannex 對循環再造生產線的生產、運輸、安裝、調試、培訓的諮詢和要求。
- 1.2.8 售後服務期間，承辦商需安排至少一位員工作為聯絡人，負責響應 Vannex 的維修服務需求。
- 1.2.9 若循環再造生產線的承辦商位於香港特別行政區以外區域，則需要自行負責設備的運輸、報關、安裝服務人員符合香港法規要求等。
- 1.2.10 **承辦商服務表現不符合要求的懲罰機制**
如承辦商的服務表現不符合合約要求，超出80個自然日未完成合約規定，則Vannex將會根據以下機制扣除服務費用：
每延期一日則發出一書面警告，

首10次， 每個警告扣減金額5,000港幣，
第11至20次， 每個警告扣減金額20,000港幣，
第21次或以上， Vannex 有權取消合約，並追究承辦商的違約責任，要求承辦商返還已付金額並賠償Vannex的損失。

1.3 合約價錢

本合約會根據投標表格內訂立的價格及付款方式支付合約價錢。

1.4 視察

合約期間，Vannex代表有權要求承辦商提供循環回收生產線設備的生產、運輸、安裝進度計劃及實際執行情況，並要求視察生產車間的生產情況，承辦商應予以配合，不得無合理理由拖延。

1.5 遞交標書

投標者必須把「報價表格」及「技術附表」分開兩個信封投遞，並確保「技術附表」內不包含任何合約價錢，如投標者違反上述條款，該標書將不獲考慮。

1.6 查詢

有關標書的任何查詢請以書面方式經以下途徑遞交本會：

電郵： KUANG@vannex.hk

地址： Ground Floor, A12-A21,Jumbo Plaza,Choi Fai Street , Sheung Shui, New Territories , Hong Kong(Vannex International Limited,)

1.7 資料披露

由於本項目為回收基金資助項目，承辦商必須同意所有於項目內收集的資料及數據都會在收集完成後的2個周內交予回收基金秘書處作審批用途。

投標表格 Form of Tender

I. 報價表格 Price Schedule

*投標者必須把「報價表格」及「技術附表」分開兩個信封投遞，並確保「技術附表」內不包含任何合約價錢，如投標者違反上述條款，該標書將不獲考慮。

A部分：預計服務價格

序號	項目	單價(港幣)	數量	總價(港幣)
1	提供[小家電循環回收生產線]設備		1套	
2	運輸服務（包括香港行政區以外的運輸、報關和香港行政區內的運輸服務）		1次	
3	安裝調試服務		1次	

所有項目^且的服務價格總額

項目	服務總價（HK\$）
1+2+3	

B部分: 付款時間

簽訂合約後7個工作日內，Vannex向承辦商支付合約金額的百分比 %.....;

小家電循環回收生產線]設備生產完成並裝車發運後.....個工作日內，Vannex向承辦商支付合約金額的（百分比）.....%;

設備安裝調試及人員培訓完成後3個工作日內，Vannex向承辦商支付剩餘合約金額的（百分比）.....%。

若合約中對付款時間及支付方式另有規定，則以合約為準。

SCHEDULES AND ANNEXES
公司或機構資料 Company/Business Organization Status

投標者需提交以下資料：

(a) 投標者名稱及地址：

(b) 公司或主要執行人在循環回收設備供應服務方面的業務經驗：_____年

(c) 請提交商業登記證、公司註冊證、組織章程（如有）或其他證明公司註冊情況的文件副本。

(d) 請提交公司或主要執行人在循環回收設備供應服務的業績及案例。

執行附表 Schedule of Compliance

*(a) 我/我們同意由我/我們於本招標文件中提供的服務完全符合招標文件所列的各項要求。

*(b) 我/我們同意由我/我們於本招標文件中提供的服務於以下方面~~未能符合~~招標文件所列的要求：

*請刪去不適用者。

應約履行 Offer to be Bound

1. 我／我們同意遵從招標文件內的條款及細則。
2. 我／我們證實以下資料正確無錯：
 - (a) 商業登記證（編號：_____）有效日期至_____
 - (b) 公司註冊證書或公司更改名稱證明書（如有）（編號：_____）
3. 我／我們保證商業登記證及勞工保險於合約執行期間保持有效。

授權人姓名及簽名：

投標者名稱及公司印：

聯絡電話：_____ 傳真號碼：_____

日期：_____

備註：

- (1) 投標者必須遞交「應約履行」。如截標日前無法遞交「應約履行」，該標書將不會被考慮。
- (2) 遞交「應約履行」前，投標者需確保投標者名稱與註冊證明文件（商業登記證或公司註冊證書或公司更改名稱證明書（如有））一致。

***投標者必須把「報價表格」及「技術附表」分開兩個信封投遞，並確保「技術附表」內不包含任何合約價錢，如投標者違反上述條款，該標書將不獲考慮。**

技術方案 Operation Plan

1. 投標者是否能於80個自然日內完成所有設備的生產、安裝和調試？
2. 投標者是否能完成香港本地安裝服務？
3. 投標者如何保障售後維修服務的及時有效？
4. 投標者設備的資源循環回收率，設備性能、能耗是否滿足環保標準？
5. 投標者是否進行分包，分包商具體承擔什麼工作職責？
6. 投標者如何能達到合約關鍵指標？

方案內容包括但不限於上述列舉內容，如位置不足，投標者可自行添加紙張。

服務規格

1.介紹

Vannex是註冊于香港特別行政區的環保回收商，致力於電子電器設備、電池、塑膠與廢紙的回收處理服務。至今作為香港及澳門主要回收商之一，提供全面的環保回收與廢物管理解決方案。

2.背景

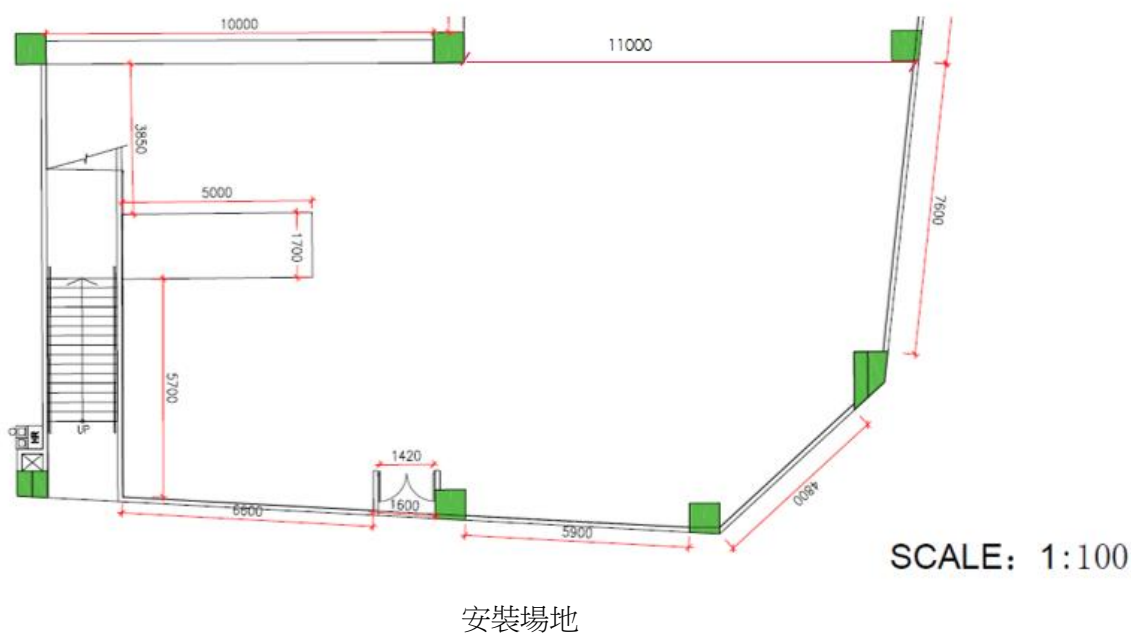
為配合香港本地的非管製廢電子電器回收及循環處理的需要，Vannex 計劃提升自己的非管製廢電子電器循環處理能力和自動化水平。回收的非管制廢電器電子產品類別包括廚房用具、小型傢俱電器、視聽器材/音響產品、電腦周邊產品、文儀用品（家用）、家用工具/設備、電器周邊配件、通訊產品、健身器材、資料儲存、電子樂器、電動玩具及其它。

為提升vannex的非管制電子電器設備的處理能力和處理效率，vannex擬新購置一套廢家電破碎處理線。該破碎線的處理能力不小於1500kg/h小家電。其工藝流程為：小家電首先進入錘式破碎機進行破碎，通過高速錘擊使不同材質結合鬆散、大小均衡。破碎後經空分機，輕的紙類材料經空分機出口篩選出來，重的材料經傳輸帶進入磁選機進行分選。磁選機篩選出鐵質材料，其餘材料通過傳輸帶進入一下環節金屬分選機，金屬分選機可篩分出玻璃渣和塑膠。非金屬再進過傾斜滾動篩對粒徑大小篩選，區分出玻璃和塑膠。而剩餘金屬則進入渦電流分選機通過磁電感應將金屬分選出銅鋁、不鏽鋼、PCB物料。

3.服務範圍

小家電循環回收處理線基本清單

序號	名稱	數量	產出物
1	錘破機	1	
2	皮帶輸送機	1	
3	空分機	1	紙板
4	輸送機	1	
5	輸送機	1	
6	磁選機	1	鐵
7	金屬分選機	1	
8	滾筒篩	1	玻璃渣、塑膠
9	輸送機	1	
10	輸送機	1	
11	渦電流分選機	1	銅鋁、PCB、不鏽鋼
12	輸送機*2	1	
13.	主電箱	1	



本合約的服務應包括下列內容：

1. 承辦商應提供包含上述基本清單表格中的小家電循環回收處理線的整套完整設備，。
2. 承辦商應自行安排設備運輸的一切事宜，負責將設備運輸至香港特別行政區元朗區唐人新村新起存街10號的vannex工廠，並完成設備的佈置，安裝，Vannex僅提供場地、水電等基礎設施協助。
3. 設備的安裝調試、操作人員培訓。
4. 2年的免費售後維修服務，設備故障時24小時內給出維修回應，3天內提供維修

服務。

Marking Scheme

1. Key Notes for Tenderers

- (a) The technical score will carry a weighting of 50% as against a weighting of 50% for price score.
- (b) Tenderers shall score passing marks of at least 8 for item 1 (Quality of Operation Plan) and an overall passing mark of 30 before applying the 50% weighting in the Marking Scheme or their tenders will not be considered further.
- (c) Upon completion of the technical assessment, the price information will be evaluated. Tender with the highest Combined Score will normally be recommended for acceptance.

2. Assessment Criteria

3.

Assessment Criteria		Maximum Marks	Unit Marks (M)	Weighting (W) (See Note 1)						Marks Scored (M x W)	Remarks/ Basis of Assessment
				5	4	3	2	1	0		
1	Quality of Operation Plan (Passing Mark: 8)	30	8								See Note 2
2	Similar to the performance of the electrical appliance recycling service (類似電子電器循環處理服務項目業績)	6	2								See Note 3
3	The award certificates of company recognized at the provincial or above level for its technological achievements. (公司在技術方面獲得的省級及以上的榮譽證書)	4	2								See Note 4
4	The number of patents for solid waste recycling and treatment. (固體廢物循環處理專利數量)	6	2								See Note 5
5	The quality guarantee of the after-sales repair service plan. (售後維修服務計劃的保障質量)	4	2								See Note 6
(Overall Passing Mark: 30)											See Note 7

4. Explanatory Notes for Marking Scheme

Weighting

Note 1 Tenderer's proposal / qualification in respect of the features mentioned in the assessment criteria will be rated as:

For items 1

Weighting of 5, 4, 3, 2, 1 or 0 will be awarded.

For items 2 and 4

Weighting of 3, 2, 1 or 0 will be awarded.

For items 3

Weighting of 2, 1 or 0 will be awarded.

For items 5

Weighting of 4,3, 2, 1 or 0 will be awarded.

Operation Plan

Note 2 Weighting

5 – Proposed plan is **practicable** and provides **detailed information** on **all** items as well as **good suggestion(s)** on **over half of the items** as required in the “Appendix to Explanatory Notes for Marking Scheme”.

4 – Proposed plan is **practicable** and provides **detailed information** on **over half** of the items as well as **good suggestion(s)** on **more than one of the items** as required in the “Appendix to Explanatory Notes for Marking Scheme”.

3 – Proposed plan is **practicable** and provides **detailed information** on **over half** of the items as well as **good suggestion(s)** on **one of the items** as required in the “Appendix to Explanatory Notes for Marking Scheme”.

2 – Proposed plan is **practicable** and provides **detailed information** on **over half of the items** as required in the “Appendix to Explanatory Notes for Marking Scheme”.

1 – Proposed plan is **practicable** and provides **brief information** on **all** items as required in the “Appendix to Explanatory Notes for Marking Scheme”.

0 – Proposed plan is **impracticable or fails to provide** information on **any** items as required in the “Appendix to Explanatory Notes for Marking Scheme”.

Past Experience and Similar performance (Waste)

Note 3 Weighting

3 – **Three (3) or more *Similar performance*** in the electrical appliance recycling service in the 6-year period immediately preceding the Original Tender Closing Date.

2 – **Two (2) *Similar performance*** in the electrical appliance recycling service in the 6-year period immediately preceding the Original Tender Closing Date.

1 – **One (1) *Similar performance*** in the electrical appliance recycling service in the 6-year period immediately preceding the Original Tender Closing Date.

0 – **Less than one (1) *Similar performance*** in the electrical appliance recycling service in the 6-year period immediately preceding the Original Tender Closing Date.

- Remarks**
- (i) Tenderers shall submit **valid documentary proof** to demonstrate their claims of experience.
 - (ii) The aggregate year of ***Similar performance*** will be counted in calendar days

and converted to years by dividing by 365.

The award certificates

Note 4 Weighting

2 – Two **(2) or more award certificates** recognized at the provincial or above level for its technological achievements in the 8-year period immediately preceding the Original Tender Closing Date.

1 – **One (1) award certificates** recognized at the provincial or above level for its technological achievements in the 8-year period immediately preceding the Original Tender Closing Date.

0 – **Zero (0) award certificates** recognized at the provincial or above level for its technological achievements in the 8-year period immediately preceding the Original Tender Closing Date or no valid documentary proof submitted.

Remarks (j) Remarks (i) to (iii) under Note 3 will apply to this Note.

patents for solid waste recycling and treatment.

Note 5 Weighting

3 – Possess **five (5)** patents which are appropriate for solid waste recycling and treatment.

2 – Possess **four (4)** patents which are appropriate for solid waste recycling and treatment.

1 – Possess **three (3)** patents which are appropriate for solid waste recycling and treatment.

0 – Possess **two (2) or fewer** patents which are appropriate for solid waste recycling and treatment.

quality guarantee of the after-sales repair service

Note 6 Weighting

2 – Possess 24-hour response mechanism and 72-hour repair service.

1 – Possess 48-hour response mechanism and 120-hour repair service.

0 – Possess more than 48-hour response mechanism and more than 120-hour repair service.

Overall Passing Mark

Note 7 **Tenderers shall score an overall passing mark of at least 30 before applying the 50% weighting in the Marking Scheme or their tenders will not be considered further.**

5. Appendix to Explanatory Notes for Marking Scheme

Note: Information provided for the Operation Plan should be for the Contract to be awarded under the tender.

	Items under Assessment
Operation Plan (Item 1 for Marking Scheme)	(i) If all required equipment could be checked and accepted within 80 days after the contract awarded, marks will be given. No marks will be given more than 80 days, Extra marks will be given for less than 80 days. (ii) Provided detailed equipment parameters and layout plans, and the advantages of the equipment in terms of sorting efficiency, energy conservation, and technological advancement is elaborated in detail. (iii) Provided detailed and feasible schedules for production, transportation, installation and commissioning. (iv) Provided detailed after-sales guarantee and a rapid response plan.

Evaluation of Tender

Without prejudice to other rights and powers of Vannex Representative not to consider a tender under other applicable provisions in the Tender Documents, the evaluation of tenders will be conducted as follow:

Stage 1 Completeness Check

A completeness check will be conducted by checking whether the tender has been submitted in accordance with the proposals as follow:

- (i) Form of Tender/Contract Schedule/Price Schedule
- (ii) Information Schedule
- (iii) Proposed Operation Plan
- (iv) Offer to be Bound
- (v) Company/Business Organization Status
- (vi) Schedule of Compliance

Failing which the tender will not be considered further. In addition to above documents, each Tenderer is required to provide all proposals, information and supporting documents requested in the Tender Documents or relevant to its tender.

Stage 2 Evaluation- Marking Scheme

(a) Technical Assessment

The technical information of conforming tenders will be assessed in strict accordance with the criteria set out in the marking scheme. Tenderers shall score passing mark of at least 8 for item 1 (Quality of Operation Plan) and an overall passing mark of **30 or their tenders will not be considered further**. The weighted technical score of each tender which scores all passing marks will be determined by the formula ("Weighted Technical Score"):

$$50 \quad X \quad \frac{\text{Overall mark of the tender being considered}}{\text{Highest overall mark among all tenders which have scored all passing marks in Stage 2 Evaluation}}$$

(b) Price Assessment

Upon completion of the technical assessment, the tender assessment panel will take the Estimated Contract Price as reference to determine the weighted price score of each conforming tender which scores all passing marks as follows ("Weight Price Score"):

$$50 \quad X \quad \frac{\text{Lowest Tender Price among all tenders which have scored all passing marks in Stage 2 Evaluation}}{\text{Tender Price of the tender being considered}}$$

(c) Calculation of the Combined Scores

The Tenderer whose tender passes the completeness check and has the highest Combined Score will normally be awarded the Contract. If more than one tender achieve the same highest Combined Score, Vannex shall make recommendation for acceptance and award of Contract to the tender which is least costly to Vannex.

The Combined Score of each conforming tender which scores all passing marks will be determined by the formula ("Combined Score"):

Weighted Technical Score + Weight Price Score
determined in (a) above determined in (b) above

Basis of Acceptance

1. A Tenderer should note that tenderers are invited for the provision of the Services as more particularly specified in the Special Conditions of Contract and Service Specification.
2. Vannex Representative is not bound to accept the tender with the highest Combined Score or any tender. Vannex Representative reserves the right to accept all or any part of any tender at any time within the Tender Validity Period.
3. Without prejudice to and in addition to the provisions of these terms and conditions, Vannex Representative will normally award the Contract to the Tenderer who meets the following criteria:
 - (a) it is a conforming tender and is not disqualified under any applicable provision of the Tender Documents;
 - (b) its tender fulfills all the essential requirements stipulated in the Tender Documents; and
 - (c) it has scored the highest Combined Score.

Information Schedule

Name of Tenderer: _____

Date: _____

Table A – Information and documents required of the Terms of Tender:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	company / sole proprietorship / partnership / statutory corporation /others* (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor of the Tenderer and their percentage of ownership	
(e)	Length of business experience	
(f)	Names of the following: (i) managing director and other directors; (ii) partners; or (iii) sole proprietor	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	

(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid business registration certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.
(k)	(if the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all	Please attach if applicable.

	subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	
(m)	Employee's Compensation Insurance Policy Name of insurer: Policy no.: Expiry date:	
(n)	The number of Patents of the Tenderer for solid waste recycling and treatment	
(o)	The number of similar performance of the Tenderer	
(p)	A certified extract of the Tenderer's board resolution or other documentary evidence acceptable to demonstrate the Tenderer's authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to demonstrate the Tenderer's authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound. In any of the aforesaid applicable situations, the	Please attach if applicable.

	name of the person authorised to sign the Offer to be Bound as shown in the aforesaid board resolution or documentary evidence (as the case may be) shall be the same as shown in the Offer to be Bound, failing which the Vannex reserves the power to seek clarification	
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Table B – Information required under Paragraph 8 of the Terms of Tender:

(a)	Name of the proposed sub-contractor	
(b)	Place of business of the proposed sub-contractors (in address form)	
(c)	Obligations proposed to be performed by the proposed sub-contractor	

Table C – Other information which is required to be provided or disclosed in this Schedule (if any) or otherwise any information which the Tenderer wishes to provide:

Completeness Check Schedule

Name of Tenderer: _____

Date: _____

The Tenderer is requested to check and ensure that all of the following proposals, documents and information are submitted with its Tender. The Tenderer shall note that failure to submit the proposals, documents and information as stipulated therein (viz., items (a), (b) and (d) specified below) before the Tender Closing Time will lead to the Tender not being considered further. Please check the box below to confirm that the item specified opposite is indeed submitted.

- | | |
|--------------------------|--|
| ☐ | (a) In the case of Paper-based Tendering, an Offer to be Bound set out in the Tender Form (English or Chinese version) containing an original signature by or on behalf of the Tenderer. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be the Tender Form or a printed copy from a softcopy of the Tender Form or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of the Tender Form (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further.
In case of Electronic Tendering, the box signifying the Tenderer's agreement with "Offer to be Bound" of the Tender Form must have been checked. |
| ☐ | (b) The Unit Price quotations for the Item(s) as specified in the Price Schedule in Hong Kong dollars. |
| ☐ | (c) Other information required in the Price Schedule. |
| ☐ | (d) Execution Plan as specified in the Marking Scheme. |
| ☐ | (e) Other information required in the Information Schedule . |
| ☐ | (f) A copy of a valid business registration certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer. |
| ☐ | (g) (if the Tenderer is a company) A copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer. |
| ☐ | (h) (if the Tenderer is a company incorporated in Hong Kong or is registered |

as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) A copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer.

☐

- (i) A certified extract of the Tenderer's board resolution or other documentary evidence acceptable to demonstrate the Tenderer's authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to demonstrate the Tenderer's authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound. If any of the aforesaid applicable situations, the name of the person authorised to sign the Offer to be Bound as shown in the aforesaid board resolution or documentary evidence (as the case may be) shall be the same as shown in the Offer to be Bound, failing which the Vannex reserves the power to seek clarification.

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- (j) Completeness Check Schedule.

致: VANNEX INTERNATIONAL LIMITED(科域國際有限公司)
Ground Floor, A12-A21,
Jumbo Plaza,
6 Choi Fai Street , Sheung Shui,
New Territories , Hong Kong

回收基金項目 ESP-2526-40-501 廢家電的環保回收生產線採購及安裝服
務項目(投標編號: VX26001)

報價表格

Price Schedule

投標者必須把「報價表格」及「技術附表」分開兩個信封投遞，並確保「技術附表」內不包含任何合約價錢，如投標者違反上述條款，該標書將不獲考慮。

致: VANNEX INTERNATIONAL LIMITED(科域國際有限公司)
Ground Floor, A12-A21,
Jumbo Plaza,
6 Choi Fai Street , Sheung Shui,
New Territories , Hong Kong

回收基金項目 ESP-2526-40-501 廢家電的環保回收生產線採購及安裝服
務項目(投標編號: VX26001)

技術附表

Technical Information

投標者必須把「報價表格」及「技術附表」分開兩個信封投遞，並確保「技術附表」內不包含任何合約價錢，如投標者違反上述條款，該標書將不獲考慮。