

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

Terms and Instructions of Submitting an Offer

Terms

1. Tender shall, unless otherwise indicated, remain valid for 90 days after tender closing date.
2. The Schedule & Offer issued with the tender must not be altered by tenderer. Any modification of the Schedule considered necessary by tenderer should be the subject of an alternative offer accompanying the tender. Tender may not be considered if complete information is not given with the tender or if any particulars and data asked for in the Schedule are not furnished in full. EQUIVALENT OFFERS WILL BE CONSIDERED.
 - 2.1. HKUST only accepts online submission via e-Tendering system before the closing date and time. LATE SUBMISSION WILL NOT BE CONSIDERED. Tenderer should be aware that tender submission is considered as NOT completed until the submission procedure has reached the acknowledgement page. HKUST has no obligation and shall not take into consideration any tenders or other submissions that are not fully and successfully transmitted and received by HKUST through the e-Tendering system by the closing time.
3. The prices or charges quoted by tenderer is to be shown in Hong Kong dollar or US dollar, including installation, commissioning, testing, if applicable and shall be net of all trade and cash discount. Please specify the currency used in the Schedule & Offer form.
4. HKUST is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender. If a tender is submitted on the basis of overall acceptance of all items offered, it must be clearly stated in the tender.
5. All samples submitted should as far as possible be properly sealed and labeled by tenderer. Unsuccessful samples must be collected by tenderer from the HKUST Purchasing Office within 7 days after the notification of tender result. Uncollected samples may be deemed being abandoned by tenderer and hence be disposed of by the HKUST as it thinks fit.
6. Tenderer should declare in writing if any staff member of the HKUST has any financial or other interest in the tenderer's company directly or indirectly through members of his/her family.
7. Tenderers are deemed to have given their consent to the University to release their names, addresses and prices if they are awarded with the order/contract. Assessment of a vendor's performance in tenders successfully bided will be shared by all other University Grants Committee-funded institutions or other interested companies.
8. HKUST is committed to creating a sustainable campus setting where resources are utilized responsibly and all members of the HKUST community have the capacity to thrive within a healthy environment. The specifications detailed in this tender document are predicated on the expectation that the Contractor respects and supports HKUST's commitment to creating a sustainable campus. For details, please refer to the Operational Guidelines on Sustainable Purchasing posted at <https://puro.hkust.edu.hk/terms-and-conditions>.
9. The assessment criteria for all tenders submitted shall include technical compliance, quality, price, delivery requirement, compatibility, durability, capability for future expansion, reference from current users, after-sale support, sustainability performance, safety and environmental elements, etc.
10. Tenderer is required to observe that no smoking is allowed on the entire university campus (inclusive of indoor and outdoor areas) and all works conducted at the HKUST must be carried out in compliance with the safety and health requirement of the Hong Kong Law as well as the HKUST Safety Policy, a copy of which is available at the Purchasing Office upon request.
11. Tenderer is required to note that direct and indirect labour employed for contracts awarded by the HKUST shall not be "Illegal Immigrants" or foreign nationals working illegally in Hong Kong.
12. Tenderer should not communicate to any person other than the HKUST the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he/she or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the HKUST of the outcome of the tender exercise. Any breach of or non-compliance with this clause by tenderer shall, without affecting tenderer's liability for such breach of rules and laws or non-compliance, invalidate his/her tender. This clause shall have no application to tenderer's communications in strict confidence with his/her own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his/her consultants/sub-contractors to solicit their assistance in preparation of tender submission.
13. Notwithstanding anything to the contrary in the quotation and/or tender documents, HKUST reserves the right to disqualify a tenderer on the ground that:
 - (i) the tenderer or any of its directors, members, employees, agents and contractors ("Related Persons") fails to comply with all laws and legislation which are from time to time in force in or applicable to the Hong Kong Special Administrative Region ("Hong Kong") relating to the safeguarding of national security, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance (6 of 2024) ("National Security Law");
 - (ii) the tenderer or any of its Related Persons has engaged or involved, or is engaging or being involved, in any act or activity that constitutes, or causes the occurrence of, an offence endangering national security (within the meaning of the Safeguarding National Security Ordinance (6 of 2024)); or any act or activity that, in the reasonable opinion of the Hong Kong Government or HKUST, is likely to constitute, or cause the occurrence of, any offence endangering national security or is otherwise contrary to the interests of national security or the public interest of Hong Kong ("Offending Conduct");
 - (iii) the participation or engagement of the tenderer in or pursuant to the procurement exercise is contrary to the interests of national security or the public interest of Hong Kong;
 - (iv) HKUST reasonably believes that any of the events mentioned above is about to occur; or
 - (v) HKUST is required by the law or the Hong Kong Government to disqualify the tenderer.

14. Notwithstanding anything to the contrary in the quotation, tender documents or any subsequent contract to be entered into (if any), HKUST has the right to immediately terminate the contract by notice if:

- (i) the contractor or any of its Related Persons has engaged or been involved, or is engaging or being involved, in any Offending Conduct;
- (ii) HKUST reasonably believes that any of the events mentioned above is about to occur; or
- (iii) HKUST is required by the law or the Hong Kong Government to terminate the contract.

For the purposes of clauses 13 and 14, each of the words "engage" and "involve" and any variants of any of them shall include the act of aiding, abetting, counselling, inciting, promoting or procuring another person to perform or not to perform an act.

Instructions

1. Tenderer is required to check the number of pages of the tender documents. If tenderer finds any missing page, incomplete or indistinct, he/she should contact the HKUST Purchasing Office as soon as possible. All tender documents should be treated as private and confidential.
2. Should any tenderer for any reason whatsoever be in any doubt as to the precise meaning of any item or figure contained in tender documents, he/she should inform the HKUST Purchasing Office to establish correct meaning before submission of tenders.
3. In the event of tenderer discovering a genuine error in his/her tender after it has been submitted, he/she should inform the HKUST Purchasing Office in writing. Provided that the amendment has been notified on or before tender closing date, it may be accepted.
4. Figures should not be altered or erased, any alteration should be effected by striking through incorrect figures and inserting correct figures in ink above original figures. All such amendments should be initialled by tenderer in ink.
5. Any qualification to or in the tender must be stated clearly.
6. A nil return is required should tenderer decide not to bid for the tender.

香港科技大学 报价的条款和指引

条款

1. 除非另有指明，否则标书须在截标日期后九十日内仍然有效。
2. 投标人不得修改与招标书同时发出的需求一览表和报价。如投标人认为有必要对需求一览表和报价作出任何修订，则有关修订即作为随附标书的替代方案。未能提供完整资料的标书或对需求一览表和报价内所要求的任何细则和资料未能详细提供的标书，可能不予考虑。与招标书要求条件等同的报价项目将会被列入考虑范围。
 - 2.1 香港科技大学仅接受在截标日期和时间之前通过电子招标系统进行在线提交。逾期提交将不予考虑。投标人務必注意，标书提交在到达确认页面之前將不會被视为提交完成。香港科技大学不会考虑任何未能通过电子招标系统在截标时间之前完整且成功传输的标书或其他方式的提交。
3. 投标人所报的价格或费用须以港元或美元列示，须包括就安装、调试、测试(如适用)收取的费用，且已扣除全部交易和现金折扣。请列明需求一览表和报价表格所用货币。
4. 香港科技大学不一定会接纳报价最低的标书或任何标书，且保留接纳任何标书的全部或任何部分的权利。如投标的标书的条件是要求所有提供的项目被完全接纳方为有效，则必须在标书中清楚列明。
5. 所有提交的样品应尽可能经投标人适当地密封或标签。投标人必须在获通知投标结果后七日内，从香港科技大学采购处领回未成功中标的样品。未被领回的样品将被视为放弃，并由香港科技大学酌情处置。
6. 如香港科技大学的任何员工在投标公司中直接或通过其亲属间接拥有任何财务或其他利益，投标人须作出书面声明。
7. 投标人如授予订单/合同，则被视为同意大学将其名称、地址和价格公开发布。中标供应商的表现评估将可能给予大学教育资助委员会资助的各院校或其他公司分享。
8. 香港科技大学致力于建设一个可持续发展的校园环境，负责任地善用地球资源并为科大成员提供健康的环境。此投标书中的规范期望得到承办商的重视及支持，让我们一同共建绿色社群。详情请参照详列于 <https://puro.hkust.edu.hk/terms-and-conditions> 网站上的可持续发展采购指南。
9. 所有标书的评估标准将包括技术合规度、质量、价格、交付要求、兼容性、耐用性、未来扩充能力、现有用户推荐、售后支持、可持续发展方面的表现、安全性和环境因素等等。
10. 投标人不得在大学范围内吸烟，且所有于香港科技大学进行的工作均须符合《香港法例》和《香港科技大学安全政策》(有关副本可向采购处索取)。
11. 投标人务须注意，获得香港科技大学之合同的承办商所直接或间接聘用的工人不得为"非法入境者"或在香港非法工作的外籍人士。
12. 香港科技大学在通知投标人招标结果之前，投标人不得向香港科技大学以外的任何人士传达任何投标的金额的资料；透过与任何其它人士的安排调整任何投标金额；与任何其它人士就投标人或该其它人士是否应或不应投标订立任何安排；或在投标过程中以任何方式与任何其它人士串通。若投标人违反或不遵守本条文，将导致投标人的投标无效，投标人仍须承担该等缺失及违规违法行为的责任。本条文不适用于投标人为获得保险报价以计算投标价格而向其承保人或经纪人发出受严格保密的通讯，以及为获得顾问 / 分判承办商协助编制标书而向他们发出受严格保密的通讯。
13. 尽管报价单及 / 或招标文件中有任何相反的规定，香港科技大学保留权利以以下理由取消投标人的资格：-
 - (i) 投标人或其任何董事、成员、雇员、代理人及承办商(各为“**有关人士**”)未能遵守任何在香港特别行政区(“**香港**”)不时生效或适用于香港的、与维护国家安全相关的所有法律和法规，包括根据《2020 年全国性法律公布》(2020 年第 136 号法律公告)在香港实施的《中华人民共和国香港特别行政区维护国家安全法》以及《维护国家安全条例》(2024 年第 6 号) (统称“**国家安全法律**”)；
 - (ii) 投标人或其任何有关人士从事或涉及，或正在从事或涉及任何构成或导致发生危害国家安全的罪行(该词汇具有《维护国家安全条例》(2024 年第 6 号)中所赋予的涵义)的行为或活动；或根据香港政府或香港科技大学的合理意见，相当可能构成或导致发生任何危害国家的安全罪行的行为或活动或有违国家安全利益或香港公众利益的其他行为或活动 (统称“**违规行为**”)；
 - (iii) 投标人参与本采购程序或根据本采购程序获任用违反国家安全利益或香港公众利益；
 - (iv) 香港科技大学有合理理由相信上述任何情况即将发生；或
 - (v) 香港科技大学须依循法律或香港政府取消投标人的资格。

14. 尽管报价单、招标文件及 / 或任何之后签订的合约中有任何相反的规定，若出现下列任何一种情况，香港科技大学有权透过发出通知即时终止合约：

- (i) 承办商或其任何有关人士从事或涉及，或正在从事或涉及任何违规行为；
- (ii) 香港科技大学有合理理由相信上述任何情况即将发生；或
- (iii) 香港科技大学须依循法律或香港政府要求终止合约。

在第 13 条及 14 条中，“从事”或“涉及”包括协助、教唆、怂恿、煽动、推动或促使另一人士执行或不执行某行为。

指引

1. 投标人须检查招标文件的页码。如投标人发现有任何漏页、不完整或不清晰之处，应尽快联系香港科技大学采购处。所有招标文件均应视作机密文件处理。
2. 如投标人因任何原因而对招标文件所载任何项目或数字的确切涵义有任何疑问，应于提交标书之前通知香港科技大学采购处，以了解准确涵义。
3. 如投标人于提交标书后发现其中确实出现错误，应书面通知香港科技大学采购处，但只有于截标日期或之前通知的修订方获接纳。
4. 数字不得作出任何修改或涂改；任何修改须划去不正确的数字，并在原数字的上方以墨水笔加入正确的数字方为有效。有关修改均须由投标人以墨水笔简签示可。
5. 标书必须清楚列明所有未能符合标书要求之事项。
6. 即使投标人无意投标，也请给予书面回复。